



## WORK SESSION & REGULAR COUNCIL MEETING

August 3, 2021

7:00PM at City Hall

1. Call to Order and Declaration of Quorum

Time: \_\_\_\_\_

2. Invocation

3. Pledge of Allegiance to the United States of America

4. Greeting of Visitors

5. Items of Community Interest

6. Public comment

*Citizens are invited to address the City Council with public comments. Comments regarding items for which notice has not been given will be limited to three minutes, prior to discussion of agenda items, and Council responses shall be in accordance with Sec. 551.042 of the Texas Government Code. Comments regarding an item on the agenda may be given before or during discussion of that item. Comments that incite a breach of the peace are prohibited.*

7. Approval of previous meeting's minutes, or notes - July 20, 2021 Minutes

8. Reports:

- a. City Secretary Report

- b. City Clerk Report

- c. Council Representative to Community ISD

- d. City Code Inspector

- e. Mayor's Report

- Status: American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund application

## 9. Work Session - No vote

Review and discuss agenda items.

*Input from staff or counsel; only as requested by Mayor / Council or if asked to be recognized for points of order.*

- a. Review: RFP Waste management Document –  
Council to review RFP document and to identify open and close dates for receiving proposals by Waste Management service providers
- b. Review: ETJ CR 939 RV Park Preliminary Plat - Chris Donnan, Hayter Engineering
- c. Review: Discuss Budget end totals 2020-2021
- d. Review: Budget & Certified Tax totals for 2021-2022
- e. Review: Comprehensive Plan - Council discuss changes to the current Comp plan

## 10. Business Session

Agenda documents and supporting material from the preceding Work Session agenda

*Input from staff or counsel; only as requested by Mayor / Council or if asked to be recognized for points of order.*

- a. Discuss/Take Action: RFP Waste management Document - Council to review and/or approve RFP document and open and close dates for receiving proposals by Waste Management service providers
- b. Discuss/Take Action: ETJ CR 939 RV Park Preliminary Plat - Chris Donnan, Hayter Engineering
- c. Discuss/Take Action: Budget & Certified Tax totals for 2021-2022

## 11. Future Agenda Items

*Future agenda items shall be designated by the Mayor. In addition, a motion and a second from any two Councilpersons shall be sufficient to add an agenda item for a future meeting. Staff and counsel shall have prior consent of the Mayor to add an agenda item for a future meeting.*

12. Executive Session - Time: \_\_\_\_\_

*Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated, the Town Council may hold a closed meeting. Government code 551.071-Confidential legal advice regarding any of the agenda items on the open session agenda, and as follows:*

13. Regular Session: Reconvene from Executive Session - Time: \_\_\_\_\_

14. If required, act on items reviewed in Executive Session.

15. Adjournment / Closing - Time: \_\_\_\_\_

I, Judy Hill, City Secretary, certify that the Agenda of the City of Nevada Council Regular Meeting to be held on August 3, 2021 was posted at City Hall on July 30, 2021.

*NOTE: The City of Nevada, Texas, City Council meets regularly on the first and third Tuesday of each month at 7:00 P.M. The Council adheres to the printed Agenda for official action. Any individuals desiring official action on a matter should submit a request for the item to be considered for inclusion on a future Agenda to the office of the City Secretary not later than fourteen (14) days prior to the Council Meeting.*

# RFP WASTE MANAGEMENT



## **REQUEST FOR PROPOSAL SOLID WASTE COLLECTION SERVICES**

Advertisement: August 11<sup>th</sup> and August 18<sup>th</sup> 2021 - **Wylie Newspaper**  
Questions Deadline: August 25<sup>th</sup>, 2021 3:00 pm  
Proposals Due: September 1, 2021 3:00 pm  
Qualified prospective Contractor may obtain copies of the RFP Online at  
[www.cityofnevadtx.org](http://www.cityofnevadtx.org)

Proposals for the services specified will be received by the City of Nevada until the date and time as indicated above. Please submit one (1) original and four (4) copies of the proposal in hard copy only.

Mailing and Delivery address: City of Nevada  
Attention: Judy Hill, City Secretary  
424 E. FM 6  
Nevada, TX. 75173

Late submissions will not be considered. Proposals must be submitted with the Request for Proposal number and the respondent's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

Respondents are strongly encouraged to carefully read the entire document prior to submitting a response.

Questions regarding this Request for Proposal contact:

Judy Hill, City Secretary  
[citysecretary@cityofnevadtx.org](mailto:citysecretary@cityofnevadtx.org)  
972-853-0027 (phone)

The City of Nevada appreciates your time and effort in preparing a proposal. Please note that all submissions must be received at the designated location by the deadline shown. Proposals received

after the deadline will be considered ineligible and returned unopened.

## **INTRODUCTION**

**SCOPE OF SERVICES:** The City of Nevada invites firms and qualified professionals to submit proposals for a Solid Waste Collection and Recycling Services Consolidated Contract for the City of Nevada. The Contract period will be five (5) years, beginning on October 1, 2021, and ending September 30, 2026, with an option to extend the Contract for one (1) additional five (5)-year term upon the agreement of both the vendor and the City of Nevada. The City has established some minimum services requirements. However, if the proposer believes that there are other ways to effectively and efficiently deliver the services, the City encourages creativity in formal proposals.

The failure or omission of any proposer to receive and examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their Proposal or the Contract. The City of Nevada shall make all such documents available to the Proposers.

## **BACKGROUND**

The City of Nevada currently has a population of approximately 1377 and covers over 2 miles of property just 17 miles northeast of Garland and 36 miles northeast of downtown Dallas.

The residential waste is currently collected once a week, with bulk pick up 1<sup>st</sup> and 3<sup>rd</sup> Saturday. Bulk includes up to 2 cubic yards. **There is currently not a recyclable collection.** The commercial waste is currently collected as required by the customer.

There are three public schools within the city limits that will need dumpsters for solid waste collection three are located within Community ISD.

**The current rate(s) are as follows and includes all taxes and fees:**

<b>Regular Service</b>		<b>Senior Discount</b>
Residential Trash Service	\$20.00	Base rate of \$20
Residential Recycling	Not currently offered	\$
Residential Household Hazardous Waste	Included in price above	\$
Extra Cart Service	\$6.00	

**The City of Nevada does not handle billing for waste accounts.**

**In addition the City of Nevada receives one free 30 yard dumpster for annual City-wide cleanups.**

## **OBJECTIVE**

The City, in its desire to provide solid waste collection and recycling service, seeks a firm or qualified professional organization to:

- A. Collect and transport solid waste from residential, institutional, commercial, and industrial units within the City of Nevada to a designated disposal site.
- B. Collect and transport residential and commercial/industrial recyclables to a materials recovery facility.
- C. Maximize sanitary and aesthetic living conditions for residents of the City of Nevada.

- D. Maintain positive communications with the City and the customer.

### **DEADLINE**

The City of Nevada, Texas will receive sealed proposals for collection and transportation of residential, institutional, industrial, and commercial solid waste, and recycling until September 1, 2021, at 3:00 pm in City of Nevada at 424 E. FM 6 Nevada, TX. 75173. Proposals received after the above specified date and time will not be considered or accepted.

### **CITY CONTACT PERSON**

All inquiries regarding any aspect of this request for proposal shall be directed solely to:

Judy Hill, City Secretary  
citysecretary@cityofnevadatx.org  
972-853-0027 (phone)

No questions concerning the RFP will be accepted or addressed after 3:00 PM, August 25, 2021

### **STANDARD TERMS AND CONDITIONS**

In submitting this proposal, the contractor understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract.

**1. Bid Time**

It shall be the full responsibility of each contractor to ensure the proposal is submitted to the City of Nevada on or before September 1, at 3:00 pm. The official time shall be determined by the clock located within the City of Nevada main office. Proposals received after the time stated will be considered ineligible and returned unopened.

**2. Withdrawing Proposals**

Proposals may be withdrawn at any time prior to the official opening. Request for non-consideration of proposals must be made in writing to the city secretary and received prior to the time set for opening proposals. The contractor warrants and guarantees that their proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Contractor agrees that a proposal price may not be withdrawn or canceled for a period of ninety (90) days following the date designated for receipt of proposals.

**3. Irregular Proposals**

Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City.

**4. Rejection / Disqualification**

Bidders will be disqualified and/or their proposal rejected for any of the specific reasons, but not limited to, listed below:

- A. Proposal received after the specified time and date.
- B. Reason for believing collusion exists among the bidders.
- C. Where the bidder, sub-contractor or supplier is in litigation with the City of Nevada or where such litigation is contemplated or imminent.
- D. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work or having defaulted on a previous contract.
- E. Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires or qualified statement.
- F. Proposals containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the City's opinion may disqualify the bidder.

However, the City of Nevada reserves the right to waive any irregularities and to make the award in the best interest of the City of Nevada. The City of Nevada also reserves the right to reject all bids.

**5. Assignment**

The successful contractor may not assign their rights and duties under an award without the written consent of the City of Nevada. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**6. Substitutions / Exceptions**

Exceptions / variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with the proposal. No substitutions or changes in the specifications shall be permitted after award without prior approval by the City Council.

**7. Tax**

The City of Nevada is exempt by law from payment of Texas Sales and Federal Excise Tax; therefore, the proposal shall not include any such tax. Successful vendors(s) should request a Tax Exemption Certificate from the City, if needed. Under no circumstances shall the City of Nevada be liable to pay taxes for which the City has an exemption.

**8. Preparation of Documents**

All costs incurred by the contractor in responding to this proposal shall be the full responsibility of the contractor.

**9. Prohibition Against Personal Financial Interest in Contracts**

No employee or council member of the City of Nevada shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City.

**10. Conflict of Interest Form**

Effective January 1, 2006, House Bill 914 requires any contractor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "Conflict of Interest" questionnaire. The completed questionnaire must be returned with the proposal.

**11. Termination / Non Performance**

Continuing non-performance of the contractor in terms of the specifications shall be a basis for the



termination of the contract by the City. The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to (1) meet delivery schedules or, (2) otherwise not perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another contractor, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful contractor.

The contract may be terminated by either party upon written notification of ninety (90) day notice prior to cancellation without cause.

## **12. Performance Bond**

The successful contractor will be required to furnish a Performance Bond in the amount of **\$25,000 annually** as security for the faithful performance of the executed document. Each bond shall be in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supplying labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such Performance Bond is furnished and approved by the City of Nevada. No exception to this provision is allowed.

Unless otherwise approved in writing by the City of Nevada, the surety company underwriting the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

A letter shall accompany the proposal from a corporate surety satisfying to the City stating that the Performance Bond will be furnished by it to the person submitting the proposal in the event they are the successful contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached.

## **13. Indemnification**

Contractor shall defend, indemnify, and save harmless the City, and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property because of any negligent act or fault of the contractor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from proposed award. Contractor indemnifies and will indemnify and save harmless the City from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of or to the facilities within which the occupied premises are located. Contractor shall pay any judgment with costs that may be obtained against the City growing out of such injury or damages.

## **14. Funding**

The City of Nevada is a Type A General Law municipal government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year. Accordingly, the City reserves the right to terminate, without liability to the City of Nevada, any contract for which funding is not available.

## **15. Review of Documents/ Conditions**

Each contractor shall fully acquaint themselves with conditions and documents relating to the scope and restrictions attending the execution of the work under the contract. Contractors shall thoroughly examine and be familiar with all related documents.

It is also expected that the contractor will obtain information concerning the conditions that may affect its work. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve him of any obligations with respect to his proposal or to the contract. The City will make all such documents available to the contractors.

The contractor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full within the contract.

No plea of ignorance of conditions that exist, or difficulties or conditions concerning the work to be performed, or execution of the work shall be accepted as an excuse for any failure or omission on the part of specifications documents governing the work. The contractor(s) awarded the contract shall not be allowed any extra compensation by reason of any matter or aspect prior to the bidding.

#### **16. Ownership of Documents**

Original documents, including plans, designs, and notes developed in connection with services or commodities provided hereunder belong to and shall remain the property of the City. The contractor may receive reproducible copies of such documents upon request. Some of these documents, if patented, trade secrets or proprietary in any way, and are so noted in the bids, may not be subject to the Texas Open Records Act, Chapter 252, Subchapter C, Section 252.048 (Vernon's Texas Codes Annotated).

#### **17. Proprietary Information**

All material submitted to the City of Nevada becomes public property and is subject to the Texas Open Records Act upon receipt of award. If a contractor does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

#### **18. Addendums**

Any interpretations, corrections or changes to the proposal and specifications shall be made by addendum. Any explanation, clarification, or interpretation desired by a contractor regarding any part of the solicitation must be requested in writing to the purchasing office with sufficient time allowed for a written addendum to reach each contractor or before submission of proposals. Sole issuing of addenda shall be vested in the purchasing office. Addenda shall be sent to all who are known to have received a copy of the proposal. Contractors shall acknowledge receipt of all addenda. Interpretations, corrections, or changes to the proposal made in any other manner are not binding upon the City of Nevada, and contractor shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding. It is the sole responsibility of the contractor to check with the City of Nevada to ensure that all available information has been received prior to submission. The City will not be held liable for any addenda information not received by contractor.

#### **19. Contact with City Employees / Council Members**

In order to ensure fair and objective evaluation, all questions related to this proposal should be addressed to the City Secretary. Contact with any other city employees or council member is expressly prohibited without prior consent of the City secretary. Contacting other City employees or council members will risk elimination of their proposal from further consideration.

## **20. Compliance with Laws**

Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performance of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

## **21. Employment Eligibility Verification**

Contractor warrants that it fully complies with all federal, state, county, and/or city statutes and regulations regarding the employment of aliens and others, and that all its employees performing work with the City meet the citizenship, or alien status requirements set forth in federal, state, county, and/or city ordinances and regulations. Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any other liability which may be assessed against contractor or City in connection with any alleged violation of any federal, state, county, and/or city statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

## **22. Insurance**

The City of Nevada requires vendor(s) to carry the minimum insurance as required by law, and additional coverage as set forth in "Insurance Requirements" in Section 38, below.

## **23. Competency of Contractor**

The opening and reading of the proposal shall not be construed as an acceptance of the contractor as a qualified, responsible contractor. The City of Nevada reserves the right to determine the competence and responsibility of a contractor from its knowledge of the contractor's qualifications and other sources.

The City of Nevada will require submission with the proposal of supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor. The contractor will be required to furnish the following information:

- A. Itemized list of the contractor's equipment available for use on the contract.
- B. Copy of the latest available financial statements of the contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- C. Evidence that contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.
- D. Evidence, in form and substance satisfactory to the City, that the contractor has been in existence in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal, and recyclables collection and processing.

## **24. Qualifications of Contractor**

In the event that the City of Nevada shall require additional supporting data regarding the qualifications of the contractor in order to determine whether he is a qualified, responsible contractor, the contractor may be required to furnish any or all of the following information:

- A. Evidence that the contractor is capable of commencing performance as required in the contract documents.
- B. Evidence, in form and substance satisfactory to the City, that the contractor possesses the managerial and financial capacities to perform all phases of the work called for in the contract documents.
- C. Evidence, in form and substance satisfactory to the City that the contractor's experience in recycling collection and processing derives from operations of comparable size to that contemplated by the contract documents.
- D. Such additional information as will satisfy the City of Nevada that the contractor is adequately prepared to fulfill the contract.

#### **25. Liens**

The successful contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's contractor(s). If the City requests, a proper release for all liens, or satisfactory evidence of freedom from liens, it shall be delivered to the City.

#### **26. Termination for Default**

The City of Nevada reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful contractor fails to:

- A. Meet delivery schedules.
- B. Make payments of any fees.
- C. Perform in accordance with these specifications.
- D. Keep equipment functional.

In the event the successful contractor shall fail to perform, keep, or observe any of the terms and conditions, the City shall give the contractor written notice of such default. If said default is not remedied to the satisfaction and approval of the City within ten (10) working days of receipt of such notice by contractor, default shall be declared and all the contractor's rights shall terminate. The contractor, in submitting this proposal, agrees that the City shall not be liable to persecution for damages in the event that the City declares the contractor in default.

#### **27. Termination for Insolvency**

The City may terminate this contract/agreement forthwith if any of the following occur:

- A. Insolvency of contractor: contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a

petition has been filed under the Federal Bankruptcy Code and whether or not is insolvent within the meaning of such laws.

- B. The filing of a voluntary or involuntary petition regarding contractor under the Federal Bankruptcy Code.
- C. The appointment of a receiver or trustee for contractor.
- D. The execution by contractor of a general assignment for the benefit of creditor.

#### **28. Termination without Cause**

The City shall have the right to terminate the contract, in whole or in part, without cause any time upon ninety (90) days prior written notice. Upon receipt of a notice of termination, the contractor shall promptly cease placing orders and all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the contractor; to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

#### **29. Wages**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, Social Security, unemployment, Federal Income Withholding Taxes, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, FLSA, for work performed by vendors employees for which the City may be found jointly or solely liable. In the advent of a Public Works project, the City and the contract are also governed by the Davis- Bacon prevailing wage rate.

#### **30. Force Majeure**

Notwithstanding anything herein to the contrary, contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of contractor.

#### **31. Change Order**

The City of Nevada reserves the right to modify or change plans and specifications as deemed necessary after the performance of the contract has commenced, to decrease or increase the quantity of work to be performed, materials, equipment or supplies to be furnished, or address other provisions of the contract as approved by the City Council, and as appropriate under state law. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the contract. All change orders or modifications to the contract will be documented in written form by the City of Nevada and acknowledged by the contractor.

#### **32. Books and Records**

The contractor and City agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

#### **33. Price Escalation**

Basis for price escalation should be based on the Consumer Price Index for the most recent twelve-month period reported for the Dallas-Fort Worth area. The contractor shall provide the City of Nevada with copies of the appropriate indices for verification purposes. The City of Nevada reserves the right to approve or reject any and all requests for price escalations.

#### **34. Protests**

All protests regarding the solicitation process must be submitted in written form to the purchasing office within five (5) working days following the opening of proposals. This includes all protests relating to legal advertisements, deadlines, proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or the contract documents.

Post-award protests must be submitted in written form within five (5) working days after award.

Protests must include, at a minimum, the name of protestor, proposal number and description, and a statement of grounds for protest. The City of Nevada respond within ten (10) working days to each substantive issue raised in the protest. Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.

#### **35. Remedies**

The contractor and the City of Nevada agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

#### **36. Venue**

The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or in the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.

#### **37. Award**

The City will award contract(s) for goods or services to the lowest responsible vendor that represents the "best value" to the City, price and other factors considered. When determining "best value," the following criteria will be considered as amended in Section 252.043 of the Texas Local Government Code:

- A. Purchase price.
- B. Reputation of vendor and vendor's goods/services.
- C. Quality of the vendor's goods/services.
- D. Extent to which the goods or services meet the City's needs.
- E. Vendor's past relationship with the City.
- E. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities.
- F. Total long-term cost to the City to acquire the vendor's goods or services.

- G. Any relevant criteria specifically listed in the proposal.

### **38. INSURANCE REQUIREMENTS**

The contractor shall maintain at all times during the term of the contract, the following types and amounts of insurance coverage with an insurance company authorized to do business in the State of Texas and approved by the City of Nevada with the City named as a co-insured on the policy:

**A. Commercial General Liability Insurance**

Minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury and property damage.

**B. Commercial Automobile Liability Insurance**

Minimum combined single limit of \$1,000,000.00 per occurrence for any, non-owned and hired coverage.

**C. Worker's Compensation Insurance**

Statutory limits, including employer's liability coverage at minimum limit of \$500,000.00 per occurrence – each accident, \$500,000.00 per occurrence – disease, and \$500,000.00 aggregate – disease.

**D. Excess Umbrella Liability Insurance**

Minimum combined limits of \$2,000,000.00 per occurrence.

The contractor shall deliver copies of the policies with all endorsements to the City. The policies shall provide that no modification, alteration, change or cancellation of the policy shall occur except upon 30 days written notice to the City.

The contractor shall hold the City harmless and indemnify the City, its officers, agents, servants and employees from and against any and all claims or suits for damage or loss of whatsoever kind or character, whether real or asserted, arising out of or in connection with this contract or the performance thereof, whether or not occasioned by the acts of omission or commission of the contractor, its agents, officers, servants and employees. It is the intention of the contractor and the City for the contractor to indemnify the City from its own negligent acts, whether or not said acts are combined with or free from the negligence of the contractor's agents, servants and employees.

### **INSTRUCTIONS TO PROPOSERS**

This section outlines the general conditions under which the proposal shall be made as well as instructions on how to prepare and submit the proposals to the City. It also outlines the procedures that will be followed in selecting the successful proposal and in completing the contract.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the contractor. The City of Nevada and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**1. Applicable Law**

The City has determined that this is procurement within the meaning of Chapter 252, Local Government Code, Vernon's Texas Civil Statutes. Many other statutes, regulations and

guidelines may apply to the services being proposed, i.e. FCC, FAA, and others and may affect the way proposers choose to conduct business. Proposers must be familiar with all the legal requirements to provide this service. All proposers must be able to legally conduct business in the State of Texas.

The successful proposer must comply with all federal, state, county, and local laws. The proposer agrees, during the performance of work or service, to comply with all applicable laws, codes, and/or ordinances of the City of Nevada, Collin County, and/or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

## **2. Process Overview**

This section briefly outlines the major steps in the procurement process.

- a. Request for Proposals (RFP) released to potential proposers.  
Deadline for receiving proposals.
- b. The City reviews all proposals, and selects proposals reasonably qualified for selection of award.
- c. The City and proposers enter into discussions of proposal, as necessary.
- d. Recommendation to City Council for contract award.
- e. Execution of contract.
- f. Execution of appropriate bonds.

Failure to execute the contract within ten (10) days after the completed contract documents are delivered by the City of Nevada shall entitle the City to rescind the award and retain the proposal security. In the event the City of Nevada should be required to re-advertise because of the failure to execute contract documents, the defaulting vendor shall not be eligible to submit a proposal.

## **3. Process Detail**

### **A. RFP Release**

In accordance with State law, notice of the time and place, when and where, the proposed contract shall be published in the local newspaper once a week for two (2) consecutive weeks prior to the time set for letting the contract. The first publication will be printed at least fourteen (14) days prior to the date set for letting the contract.

### **B. Questions Pertaining to Proposal**

Questions pertaining to this proposal will not be addressed after August 25, 2021 at 3:00 pm. All questions should be addressed to:

Judy Hill City Secretary  
972-853-0027  
[Citysecretary@cityofnevadatx.org](mailto:Citysecretary@cityofnevadatx.org)

### **C. Opening of Proposals**

All proposals must be received in the City Secretary's office no later than the proposal opening date and time shown on the cover letter, September 1, 2021 3:00 pm.

Proposals shall be opened by the City so as to avoid disclosure of contents to competing offers and maintain confidentiality during the process of negotiation. Proposals will not be publicly read. It is the responsibility of the proposers to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information, and other proprietary information. Trade secrets and confidential information contained in the proposals and clearly identified as such



will not be open for public inspection upon mere request under the Open Records Act. However, the City will release and provide all information required to be furnished under the Open Records Act.

**D. Selection of Reasonably Qualified Proposals**

The City of Nevada will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Nevada will determine which proposals are reasonably qualified for the award of the contract.

The City of Nevada may, at any time, investigate a proposer's ability to perform the services. The City of Nevada may ask for additional information about the company and its service on previous contracts. Proposers may choose not to submit information in reply to the City of Nevada's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Nevada would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover, customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Nevada may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Nevada.

**E. Discussions with Reasonably Qualified Proposers**

After selection of reasonably qualified proposers, the City of Nevada may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.

The City of Nevada and the proposer will review in detail all aspects of the City's requirements and the proposal. During the review of these proposals, the proposer may offer minor revisions that do not significantly alter the original proposal and the City of Nevada may accept the revisions in the proposal.

**F. Recommendation to City Council**

City Staff will recommend the most responsible proposer whose best and final offer is determined by the City to be the most advantageous, taking into consideration the relative importance of price and other evaluation factors. Staff may recommend rejection of all bids to the City Council. City Council reserves the right to reject all bids in connection with this request for proposal.

**G. Execution of Contract**

The City Council shall authorize award of the contract to the successful proposer and designate the successful proposer as the City of Nevada contractor, subject to execution of the contract documents by City and Proposer. The City of Nevada will require the proposer to sign the contract documents and provide the required Performance Bond and provide evidence of insurance as required under the contract documents. No work shall commence until the contract documents are signed.

No contract shall be binding on the City until it has been executed by the Mayor. Further, no contract for this project may be signed by the City of Nevada without the authorization of the City Council.

After the contract is signed, the City will not make allowances for any failures by the designated contractor, which affect the ability to provide services explicitly included in the contract.

#### H. Execution of Appropriate Bonds

The designated contractor shall execute the Performance Bond and Proof of Insurance conforming to requirements as set forth in the contract. Cost for such Bonds shall be paid by the designated contractor. Proof of Insurance must accompany the executed contract.

#### 4. Required Documents

Proposals must be prepared in accordance with these instructions. The proposal package must include the following information documents in the following order with each section separated with labeled tabs/dividers:

The entire package must be sealed and addressed to City of Nevada Attention: Judy Hill, City of Nevada at 424 E. FM 6 Nevada, TX. 75175. Mark plainly on the outside of the package the title of the proposal. Indicate the opening time and date on the package and clearly indicate a return address. **A minimum of one (1) original and four (4) copies of the proposal shall be submitted for evaluation.**

All responses and accompanying documentation will become the property of the City of Nevada. Proposers are advised that the City makes absolutely no guarantee that it can protect the confidentiality of any information submitted in this proposal. Contractor must indicate confidential, proprietary or any other information that they do not wish to be publicly disclosed without their approval.

##### A. Cover Letter

Include a cover letter transmitting the proposal to the City of Nevada, indicating the information included above (title of procurement and opening time and date). In addition, the cover letter must indicate that the contractor's company agrees to be bound by the proposal submitted to provide for the services specified in the contract and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

If the proposal represents offerings to be made by different firms or organizations, the City of Nevada will do business only with the contractor and will require the proposer's organization to assume responsibility for the total project. An authorized official of the proposer's organization must sign the proposal.

Power of Attorney authorizing agent or others to sign the proposal must be certified in writing.

##### B. Appropriate Proposal Security

No proposal will be considered unless it is accompanied by a cashier's check or certified check on any state or national bank, or acceptable bond, payable unconditionally to the City of Nevada. The cashier's check, certified check, or bond shall be in an amount of not less than **\$25,000. This security** is required by the City of Nevada as evidence of good faith and a guarantee that, if awarded the contract, the contract and required bonds will be executed and proof of insurance provided.

Refusal to execute the contract in accordance with the proposal, or failure to give such bonds as may be specified in the contract documents, shall cause forfeiture of the proposal security.

The proposal security, if a negotiable instrument, will be returned after the City and the successful

proposer for the project have executed the contract, or if no award is made.

**C. Executive Summary**

Each proposal must contain an executive summary that contains a brief description of the major contents of the proposal.

**D. Firm Background**

Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and disposal and recycling processing. Also include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations. Provide information regarding proposer's plan, ability, and experience in disaster recovery or work shut down periods.

**E. Financial History**

Provide audited financial statements for the past five (5) years, list major stockholders/principal owners, list principal corporate officers and provide annual report to shareholders, if available/applicable. If in business for less than five (5) years, financial statements should be supplied for each year in business.

**F. Experience and References**

Discuss the contractor's prior service experience in providing the proposed service to other organizations of comparable size. Provide references of the five (5) most recent contracts with cities where solid waste/recycling collection services were provided.

References must include:

City's name:

Contact:

Address / Telephone Number:

**G. Evidence of Good Standing**

Evidence that the contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its proposal is accepted.

**H. Disposal and Processing Site**

With regard to the disposal site and processing site pursuant the services requested in this RFP, provide the name of the owner and operator of the site(s), the location of the site(s) and proximity to the City of Nevada, site(s) permit/license information, and evidence of ownership, lease or contractual agreements by the proposer for use of the site(s) for the duration of the contract period. Provide information related to the disposal sites projected capacity including the specific projected life (in years) of the disposal site.

**I. Equipment Listing**

Contractors must provide a detailed listing (with specifications including weight) of all motorized equipment and vehicles used for the proposed provision of these services. Provide a detailed description of contractor's preventive maintenance, maintenance, substitution, and disaster recovery plan as it relates to this equipment.

**J. Polycart/Bin Specifications and Warranty**

Include detail specifications of polycarts and bins that are being proposed. Upon termination of contract the vendor shall pick up all carts within 3 weeks of the contract termination.

**K. Environmental Hazard Disposal**

Include a statement as to the contractor's disposal method for environmental hazard waste.

**L. Customer Service Policy / Satisfaction Program**

Provide a detailed description of customer service approach, plan and program including number of customer service personnel, turn-around time on customer service inquiries, sample customer service reports, customer service center location, customer service phone policies, and any other pertinent and applicable information.

**M. Description of Residential Plan / Schedule**

Describe the proposed plan / schedule for the collection of residential waste. This must include days of the week for collection and method for allocating collection equipment and human resources pursuant to the collection plan. Also describe the type(s) of refuse containers acceptable under this plan.

Include in this section the number of free "dump days" that will be allowed per year. Also include in this section your Christmas tree pickup plan.

**N. List of Recently Disposed and Pending Litigation**

Provide the style and site of any current pending litigation and any litigation settled or disposed within the past three (3) years against the contractor, including its parent, sister or subsidiary companies. Also provide information concerning any arbitration or mediation of disputes in connection with solid waste collection or recycling services for the past three (3) years including the name, address and phone number of the parties involved, the nature of the dispute and the ultimate resolution through arbitration, mediation or other form of alternate dispute resolution.

**O. History of Regulatory Compliance**

Provide a list of any current pending administrative orders or violations of federal, state and local laws, rules and codes for which the contractor has been cited, punished or reprimanded, including its parent, sister or subsidiary companies. Also include any violations settled or disposed of within the past three (3) years.

**P. List of Acceptable Recyclable Materials We do not have this service now, do we want it?**

Include a list of recyclable materials that will be accepted for pickup.

**Q. Insurance Certificate, Surety Letter & Power of Attorney**

As required within these specifications.

**R. Executed Copies of Contractor's Warranties, and Conflict of Interest Questionnaire**

As provided in Appendix A, B, C.

**S. Addendum Acknowledgments**

Include acknowledgment for any addendums that have been issued regarding this RFP by the City of Nevada.

**T. Pricing Information**

Rates are to include the base rate plus the franchise and billing fees.

Include pricing for base services. Also include pricing and description of alternate services.

**5. Confidentiality**

In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing contractors and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not

be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to contractor, upon request, after award of the contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the proposer to defend that challenge.

#### **6. Disqualification of Contractor**

Contractors may be disqualified for any of the following reasons:

- A. Reason to believe collusion exists among the contractors.
- B. The contractor is involved in any litigation against the City of Nevada.
- C. The contractor is in arrears on an existing contract or has failed to perform on a previous contract with the City of Nevada.
- D. Lack of financial stability.

#### **7. Proposal Evaluation and Selection**

The procedure for proposal evaluation and selection is as follows:

- A. Request for proposal issued.
- B. Receipt of proposals.
- C. Opening and listing of all proposals received.
- D. An evaluation committee shall evaluate each proposal in accordance with the requirements of this proposal. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the evaluation committee makes its recommendation.
- E. The evaluation committee shall recommend to the City Council acceptance of the proposal which the committee believes to be in the best interest of the City. The evaluation committee shall base its recommendation on the following criteria, weighted as follows:
  - 1) Pricing (25%).
  - 2) Ability to provide high-quality service to the City of Nevada residents and businesses, including but not limited to, evidence of the type and number of equipment, reputation, personnel, established procedures, financial condition and stability of the proposer (50%).
  - 3) Prior experience in the industry, and prior service to the City of Nevada or to other municipalities in a high-quality manner (20%).
  - 4) Innovative approach to fulfilling contract requirements as demonstrated in proposal (5%).

#### **8. Personal Interviews**

The City may determine the necessity, on a case by case basis, of conducting personal interviews. The City is under no obligation to interview any applicant. An interview is for informational purposes and does not mean or imply any obligation on the part of the City.

## **9. Remuneration**

Contractor shall quote a rate for service per household and business per month, including Franchise fees.

Contractor shall bill the residential units, commercial and industrial services and remit applicable franchise fees to the City on a regular monthly basis.

Rate adjustments will be considered by the City of Nevada annually if requested by contractor no later than October 1st each year. The Consumer Price Index and fuel adjustment shall be used to adjust the rate.

## **10. Ownership**

Title of refuse and recyclable materials shall pass to the contractor when placed in contractor's collection vehicle, removed by contractor from a bin or container, or removed by contractor from the customer's premises, whichever last occurs.

## **11. Types of Collection**

A. Residential collection – at the premises of residential accounts held by the City of Nevada and served by the contractor, collection shall occur a minimum of once weekly. Further, contractor shall provide a copy of maps indicating the routes used in collection of waste from all residential customers. The City of Nevada has the right to reject and request modification of routes, and updates on routes of contractor.

B. Commercial and industrial accounts – contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonable. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste.

C. Brush/Bulky wastes collection – contractor shall provide a special collection service for brush/bulky wastes and/or bundles to all residential customers. Contractor agrees to collect such large objects and quantities of waste such as stoves, water tanks, washing machines, furniture, construction debris and other waste materials other than dead animals or hazardous waste. Bundle materials shall include tree, shrub and brush trimming or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 50 pounds in weight.

D. Hazardous Waste Collection- contractor shall provide a special collection service for hazardous waste materials. Proposals could include a monthly door to door service and/or an annual collection day for such materials.

## **12. Collection Operation**

Collection of solid waste shall begin no earlier than 7:00 AM and shall generally not extend beyond 7:00 PM. No collection shall be made on Sunday unless proper notification is received by the city secretary.

Hours of disposal by contractor shall be within the operating hours of the disposal site.

Routes of collection shall be established by the contractor as approved by the City of Nevada. The City shall be provided route collection maps and container locations.

**Holidays shall be the following for purposes of this contract:**

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

When a holiday falls on a week day (Monday through Friday), contractor will delay all routes one day from the day of the holiday until the end of the week, completing all routes on Saturday of that week.

### **13. Complaints**

At a minimum, customer complaint procedures shall provide that the customer complaint will be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. Any missed pickups of residential refuse will be collected the same business day if notification to the contractor is provided by 2:00 PM but not later than 12:00 PM the next business day if notification is provided after 2:00 PM.

### **12. Disposal**

The contractor shall deliver solid waste collected to a licensed sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA.

### **13. Spillage**

The contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by acts of its employees, but shall report the location of such conditions to the City so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, contractor shall then be entitled to an extra charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the City shall require the commercial customer and contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the contractor shall be compensated for such additional services.

### **14. Vicious Animals**

Employees of the contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

### **15. Protection From Scattering**

Each vehicle shall be equipped with a cover to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

## **PROPOSAL**

The proposal amount is for a rate of :

• **BASE SERVICE RESIDENTIAL** curbside collect all service (garbage, bulky waste, and brush)

**Automated Solid Waste Collection**

Per unit per month, 120 gallon polycart  
once a week collection

Once per week/bulky collection (Saturday) \$ \_\_\_\_\_

**Cost for Additional Solid Waste Polycart** \$ \_\_\_\_\_

**Senior Citizen Discount (62 years or greater)** \$ \_\_\_\_\_

**ALTERNATE SERVICES RESIDENTIAL****A. Recyclable Materials Collection and Processing**

Per unit per month

Once a week collection, 90-95 gallon polycart \$ \_\_\_\_\_

**B. Recyclable Materials Collection and Processing**

Per unit per month

Once a week collection, 68 gallon polycart \$ \_\_\_\_\_

- C. Additional price for twice monthly bulky waste and brush pickup for residential customers, or list if included in base rate.

\$ \_\_\_\_\_

- D. Additional price to provide up to 5 cubic yards of loose brush not required to be cut in 4 feet lengths nor tied and bundled on one monthly pickup bulky waste and brush pickups

\$ \_\_\_\_\_

- E. Provide two times a year special brush pickup up to 15 cubic yards that does not have to be cut in 4 feet lengths, nor tied and bundled

\$ \_\_\_\_\_

- F. Temporary residential roll-off containers or other similar service

\$ \_\_\_\_\_

**OPTIONAL SERVICES RESIDENTIAL**

For each optional service, contractor shall provide the additional cost per household, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

**A. Drop-off**

1. Solid waste – access to a landfill, transfer station, etc. \$ attach proposal

2. Recyclables – access to a drop-off site \$ attach proposal

**B. Household Hazardous Waste**

1. City paid events

Contractor to propose a program similar to an annual events serving the residents and provide cost estimates \$ attach proposal

2. Contractor paid events

Contractor to propose a program as in B.1. For which the contractor pays all costs \$ attach proposal

3. On-demand service

Contractor to propose a program where residents call in for household hazardous waste to be picked up at the house \$ attach proposal



**C. Residential Green Waste**

Contractor to propose a green waste program that includes collection and recycling of yard waste, separate from bulky waste collection. Include proposed collection schedule  
\$ attach proposal

Estimate of City of Nevada services to be provided at no charge:

Location Description	Address	Size	# Lifts	Price
City of Nevada	424 E. FM 6 Nevada	120 Gallons of trash	1/wk.	
		1 recycle Bin	1/wk	

APPENDIX A

PROPOSER GUARANTEES

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn disposed and says that:

1. He/She is the (owner, partner, officer, representative or agent) of \_\_\_\_\_, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and all the pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way clouded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or to fix any overhead, profit or cash element of the proposal price or the proposal price of any other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner of any person interested in the proposed contract; and the price or prices quoted in the attached proposals are fair and proper.
5. All responsible parties will comply with Chapter 176 Local Government Code and complete the Conflict of Interest Questionnaire (CIQ).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR

\_\_\_\_\_ County, \_\_\_\_\_

My commission expires: \_\_\_\_\_

## APPENDIX B

### PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Nevada.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

---

Name (typed):

---

Title:

---

Firm:

---

Date:

---

## APPENDIX C

### CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity  
This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.

**OFFICE USE  
ONLY**

Date Received:

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. \_\_\_\_\_ Check here if you are filing an update to a previously filed questionnaire.

(the law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3. Name of local government officer with whom filer has employment or business relationship:

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(a-1), Local Government Code. Attach additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the filer of the questionnaire?

\_\_\_\_\_ Yes \_\_\_\_\_ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

\_\_\_\_\_ Yes \_\_\_\_\_ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

\_\_\_\_\_ Yes \_\_\_\_\_ No

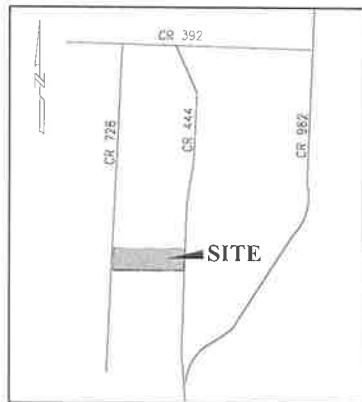
D. Describe each employment or business relationship with the local government officer named in this section.

4. \_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

CR939 RV PARK  
PRELIMINARY  
PLAT

# PRELIMINARY ENGINEERING PLANS FOR THE LANDING CR 939 COLLIN CO, NEVADA ETJ, TX



VICINITY MAP  
NTS

## IN NEVADA, TEXAS

### FOR

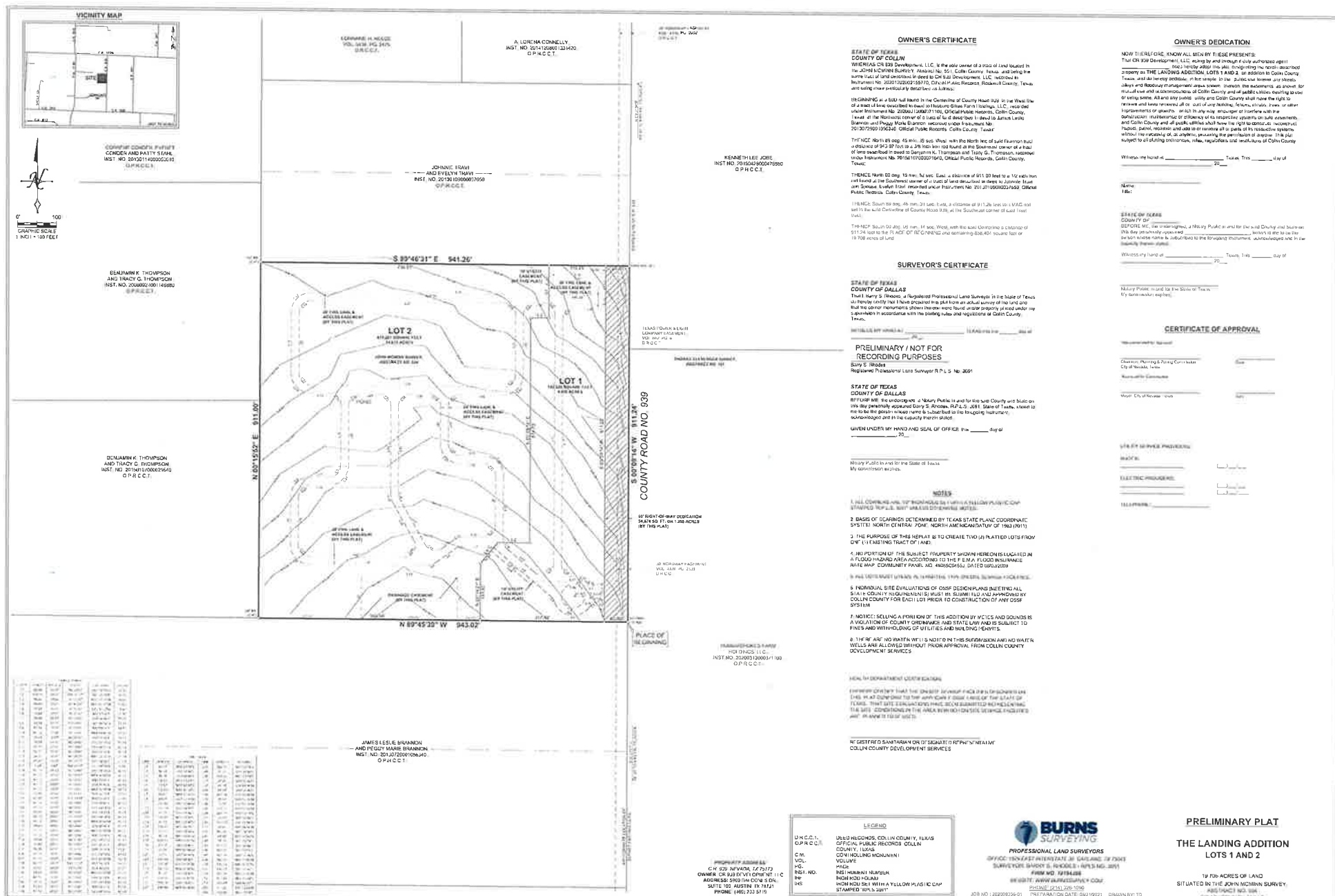
CR 939 DEVELOPMENT, LLC  
2221 JUSTIN RD, SUITE 119-440  
FLOWER MOUND, TX 75028  
(972) 419-6029

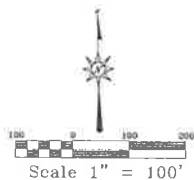
JUNE 2020

SHEET INDEX	
SHT #	SHEET TITLE
1	COVER SHEET
2	PRELIMINARY PLAT - BY OTHERS
3	PRELIMINARY PRE-DEV DRAINAGE PLAN
4	PRELIMINARY POST-DEV DRAINAGE PLAN
5	PRELIMINARY UTILITY PLAN

PLAN SUBMITTALS		
No	DATE	COMMENTS
1	06-27-21	CITY OF NEVADA - 1st SUBMITTAL

REVISION	DATE	BY





VICINITY MAP  
NTS

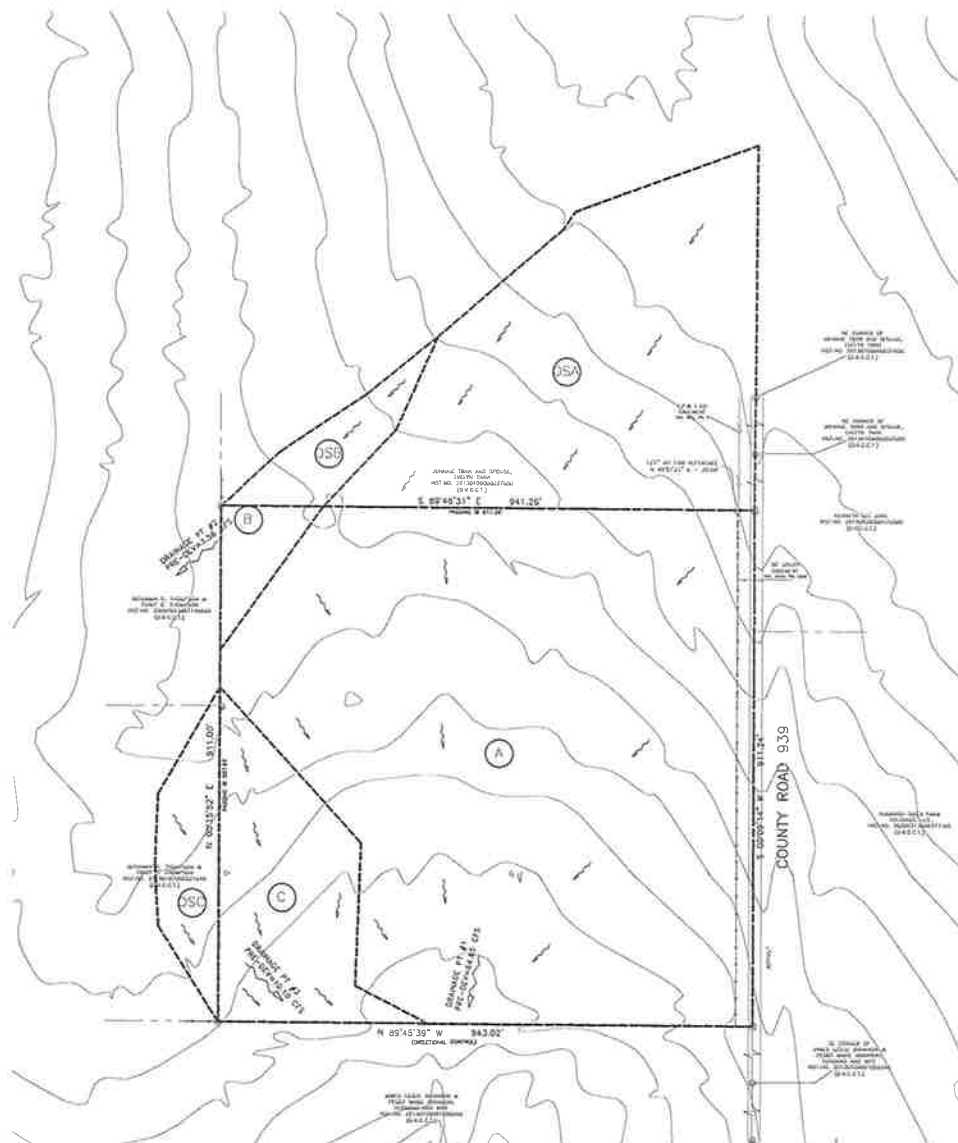
NOTE:  
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL  
LOCATION OF ALL EXISTING UTILITIES PRIOR  
TO BEGINNING ANY CONSTRUCTION/EXCAVATION  
AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.  
EXISTING UTILITIES SHOWN ON THESE PLANS  
ARE BASED ON COMBINATION OF FIELD SURVEY  
& CITY RECORD DRAWINGS.

BEFORE YOU DIG CALL:  
1-800-245-4545



TEXAS ONE CALL SYSTEM

NOTES:  
1. BOUNDARY & TOP SURVEY PROVIDED BY:  
BURNS SURVEYING



DRAINAGE AREA CHART - PRE-DEV							
AREA	C cfs/ft	I <sub>100</sub> inches	A acres	T ft	Q <sub>100</sub> cfs	CONVEYANCE	RUNOFF
A	0.35	7.82	16.51	15	45.19	SHEET FLOW	TO DRAINAGE PT #1
B	0.35	7.82	0.53	15	1.45	SHEET FLOW	TO DRAINAGE PT #2
C	0.35	7.82	2.67	15	7.21	SHEET FLOW	TO DRAINAGE PT #3
DSA	0.35	7.82	7.11	15	19.46	SHEET FLOW	TO DRAINAGE PT #1
DSD	0.35	7.82	0.78	15	2.13	SHEET FLOW	TO DRAINAGE PT #2
DSC	0.35	7.82	1.03	15	2.79	SHEET FLOW	TO DRAINAGE PT #3

**HCE**  
Hedman Consulting Engineers  
1700 W. Northwest Highway, Suite 175  
Coppell, Texas 75001  
PH: (469) 262-2625  
Engineers

**PRELIM PRE-DEV DRAINAGE AREA MAP**  
THE LANDING  
COLLIN COUNTY, TEXAS  
CR 939 DEVELOPMENT, LLC  
22 FLOWERS BOUND, TX 75004  
972-415-6028

SCALE AS SHOWN  
DATE: 07/27/2011  
DRAWN BY: JF  
CHECKED BY: JF  
DATE: 07/27/2011  
FILE: 2011-07-27-01

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE  
AUTHORITY OF  
STUART A. LYNN,  
P.E. 00711.  
IT IS NOT TO BE USED  
FOR CONSTRUCTION  
BIDDING OR PERMITTING.

REVISION	DESCRIPTION	DATE



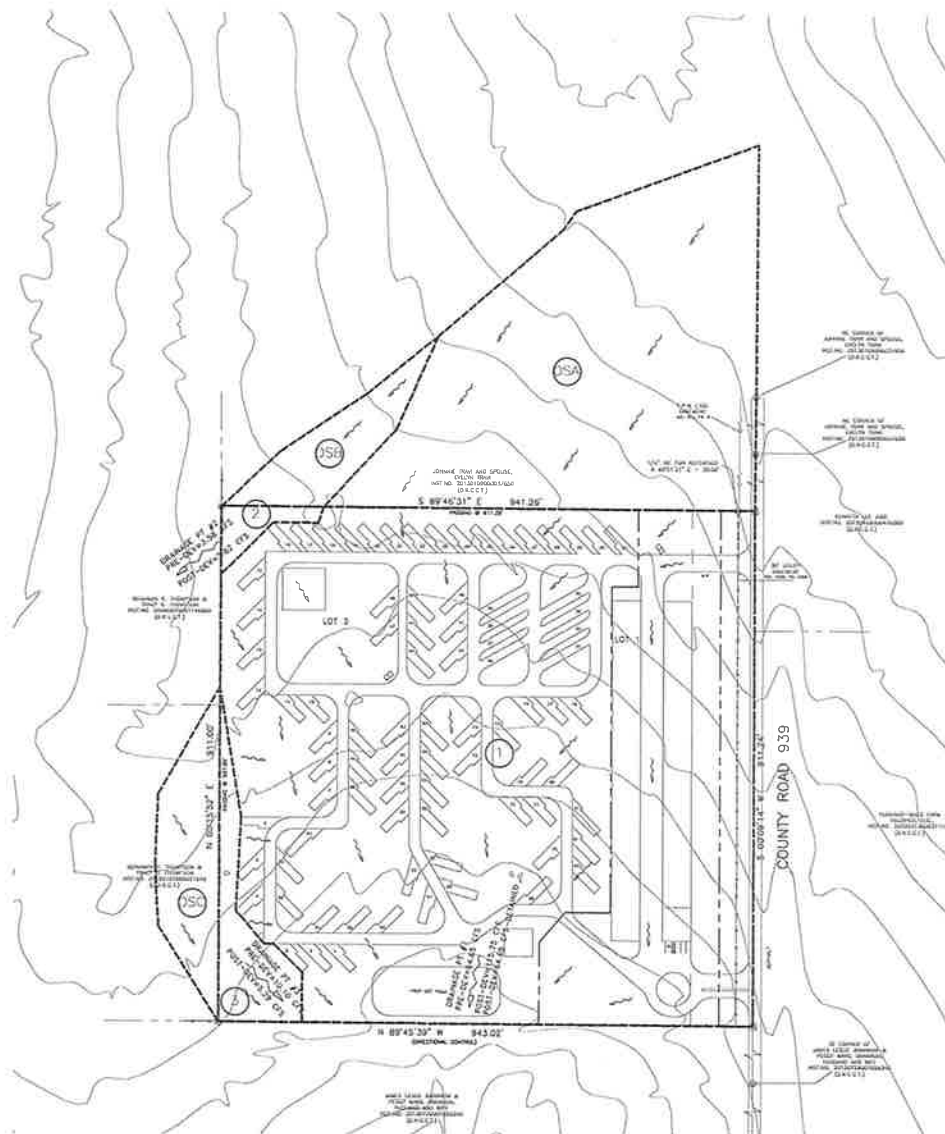


NOTE:  
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL  
LOCATION OF ALL EXISTING UTILITIES PRIOR  
TO BEGINNING ANY CONSTRUCTION/EXCAVATION  
AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES  
EXISTING UTILITIES SHOWN ON THESE PLANS  
ARE BASED ON COMBINATION OF FIELD SURVEY  
& CITY RECORD DRAWINGS

BEFORE YOU DIG CALL:  
1-800-245-4545



TEXAS ONE CALL SYSTEM



WEIGHTED C FACTOR - POST DEV					
AREA	A SHAPE	C CATCH	% OF OVERALL SITE	C CATCH	TOTAL WEIGHTED
T	18.7%				
POPPING	11.8%	0.35	88		9.77
SHAPE	7.49	0.77	12		0.15
WATERWAYS	6.48	0.38	22		0.71

DRAINAGE AREA CHART -- POST-DEV							
AREA	C runoff coefficient	I <sub>100</sub> inch rainfall	A acres	T <sub>mc</sub> min	Q <sub>100</sub> cfs	CONVEYANCE	RUNOFF
1	0.34	9.31	18.75	10	96.29	TO DETENTION POND	TO DRAINAGE #77
2	0.52	9.51	0.81	10	0.88	SHEET FLOW	TO DRAINAGE #78
3	0.55	9.51	0.25	10	0.50	SHEET FLOW	TO DRAINAGE #79
Q54	0.55	7.82	7.11	15	19.46	TO DET POND-PASS THRU	TO DRAINAGE #1
Q58	0.55	7.82	0.8	15	2.13	SHEET FLOW	TO DRAINAGE #1
Q9C	0.55	7.83	1.03	15	2.79	SHEET FLOW	TO DRAINAGE #1

**Hickman Consulting Engineers**  
1705 N. Northwest Highway, Suite 175  
Grapevine, Texas 76041  
Ph (817) 283-2920  
Engineers Planners

PRELIM POST-DEV DRAINAGE AREA MAP

THE LANDING  
COOLIDGE COUNTY, NEVADA 874, TEXAS  
CR 939 DEVELOPMENT, LLC  
2221 JUSTIN RD, SUITE 119-440  
FLOWER MOUND, TX 75028  
817-488-4888

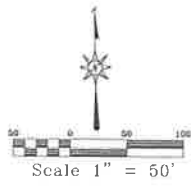
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THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERIM  
REVIEW UNDER THE  
AUTHORITY OF  
STUART & LYNN,  
P.C. 96711.  
IT IS NOT TO BE USED  
FOR CONSTRUCTION  
BIDDING OR PERMITTING

200

[illegible]

SHEET  
3



**NOTE:**  
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION/EXCAVATION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON COMBINATION OF FIELD SURVEY & CITY RECORD DRAWINGS.

BEFORE YOU DIG CALL:  
1-800-245-4545



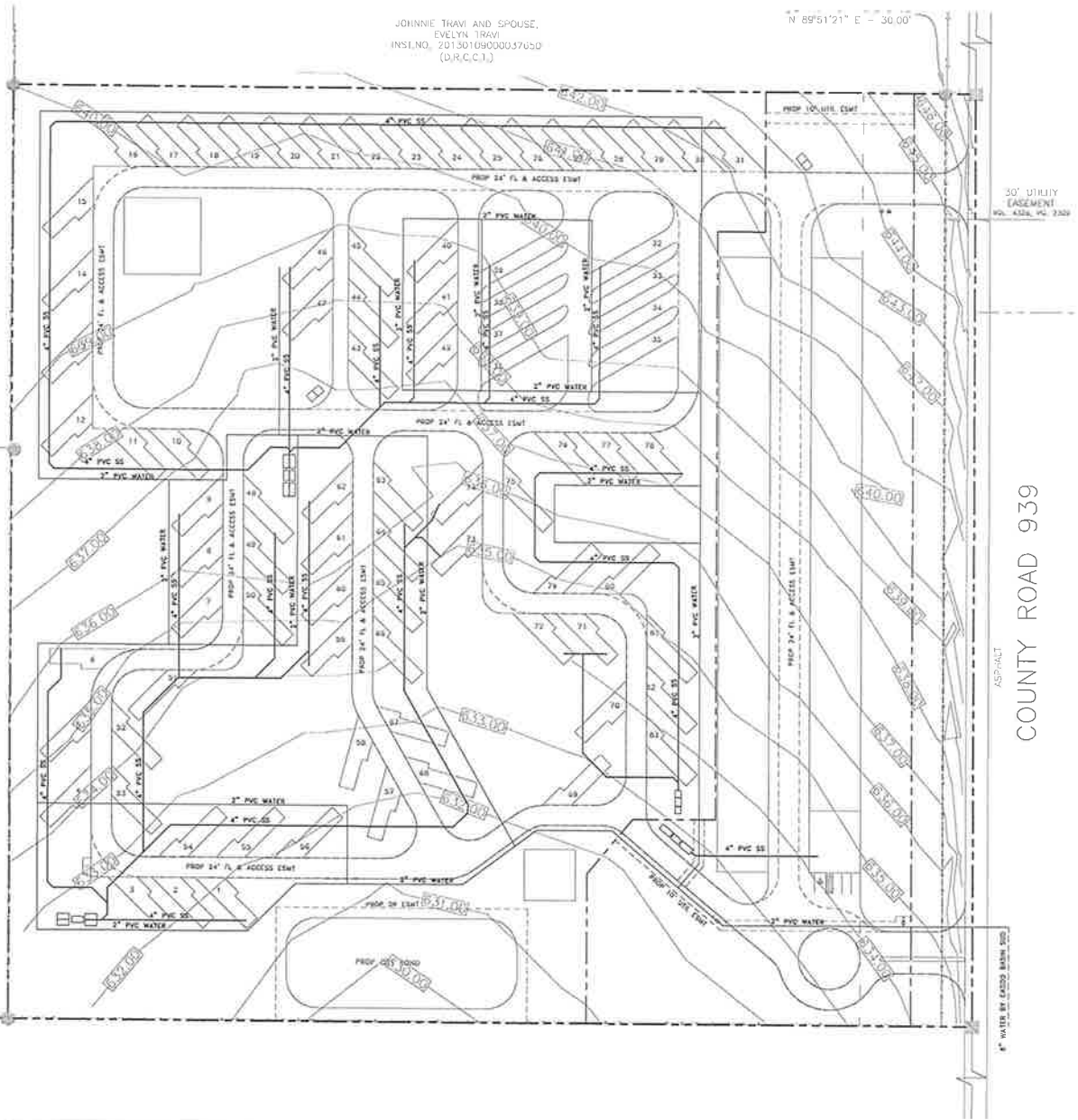
**NOTES:**  
1. BOUNDARY & TOPO SURVEY PROVIDED BY: SURVO SURVEYING

BENJAMIN K. THOMPSON &  
TRACY C. THOMPSON  
INST. NO. 20080924001148880  
(D.R.C.C.I.)

BENJAMIN K. THOMPSON &  
TRACY C. THOMPSON  
INST. NO. 20150107000021540  
(D.R.C.C.I.)

JOHNNIE TRAVIS AND SPOUSE,  
EVELYN TRAVIS  
INST. NO. 20150109000037050  
(D.R.C.C.I.)

N 89°51'21" E - 30.00'



COUNTY ROAD 939

<p><b>HCE</b> Hedman Consulting Engineers</p> <p>1905 N. Northwest Highway, Suite 110 Grapevine, Texas 76049 Phone: (817) 255-2020 Fax: (817) 255-2025</p>																					
<p><b>PRELIMINARY UTILITY PLAN</b></p> <p>THE LANDING COLE COUNTY, TEXAS CA 935 DEVELOPMENT, LLC 2221 JUSTIN ROAD, SUITE 110-440 FLOWERS, TEXAS 77706 Phone: (817) 415-6225</p>																					
<p>SCALE AS SHOWN</p> <p>DATE: 07/27/2017</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 08/01/2017</p> <p>PROJECT NO: 2017-0418</p> <p>FILE NO: 100-N-0048-02</p> <p>DATE: 08/01/2017</p>	<p>THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF WATER SEWER UNDER THE AUTHORITY OF STATE &amp; LOCAL LAW.</p> <p>IT IS NOT TO BE USED FOR CONSTRUCTION BEYOND THE PLANNING AS-SHOWN</p> <p>1-1-2017</p>																				
<table border="1"> <thead> <tr> <th>REVISION</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DESCRIPTION	DATE	BY																	<p>SHEET <b>4</b></p>
REVISION	DESCRIPTION	DATE	BY																		

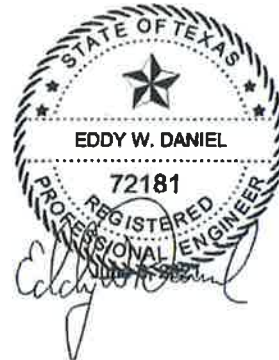




June 3, 2021

Mr. Kevin Wendland, Operations Manager  
Caddo Basin Special Utility District  
156 County Road 1118  
Greenville, TX 75401

RE: Water Utility Service to the Proposed  
CR 939 RV Park



Dear Kevin:


Caddo Basin Special Utility District (CBSUD) has received a request for water utility service to the proposed CR 939 RV Park from Kenneth Wright. The RV Park is located between on the west side of CR 939 and generally north of CR 596 (see attached). There are proposed to be up to 83 RV spaces in the development. The RV Park is located within the certificated service area (CCN # 10165) of CBSUD and as such, CBSUD will be the retail water utility service provider.

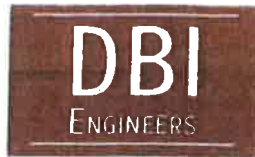
There is not currently a waterline located on the property. There is an existing 6-inch waterline located to the south of the property on the west side of CR 939. In order to provide adequate water service to the RV Park, I recommend the following:

- It will be necessary to extend the 6-inch waterline from the existing 6-inch waterline to the entrance of the RV Park. A fire hydrant can be installed.
- I propose to provide service to the RV Park with a 1.5-inch master meter. An RPZ backflow preventer will also be required to be installed by the applicant. Annual test will be required to be provided to CBSUD to ensure the backflow assembly is working properly.
- The applicant will be required to pay for the required improvements.
- The applicant will also be required to meet other applicable conditions of water service as provided in the district's rate order.
- This evaluation letter will be valid for 6 months after which a re-evaluation may be required.

This "will-serve" letter can be forwarded to the appropriate officials as may be necessary for the developer to accomplish the necessary platting.

Sincerely,

  
Eddy Daniel, P.E.  
District Engineer



Rcvl J-27-21  
chk#1836

## WATER SERVICE INVESTIGATION REQUEST

Water Company:	Caddo Bassin
Development Name:	TBD
Applicant Name:	Kenneth Wright
Applicant Company Name:	CR 939 Development, LLC
Mailing Address:	2221 Justin Rd. Suite 119-440, Flower Mound, Tx 75028
Applicant Phone Number:	469-233-5720
Applicant Email:	Kenny@KennethGrahamLLC.com
Property Location:	CR 939, Nevada, Tx
Number of acres:	19.706 acres
Number of proposed lots:	83 RV Spots
Number of proposed Phases:	1
Phase 1 Number of lots and proposed date	83; ASAP
Phase 2 Number of lots and proposed date	
Phase 3 Number of lots and proposed date	
Subsequent Number of lots and proposed date	

Note: Must attach vicinity map and proposed lot layout.

Please mail the \$500.00 non-refundable Initial Analysis and Letter Evaluation Fee to the address below.

DANIEL & BROWN INC.  
118 MCKINNEY STREET | PO Box 606 | FARMERSVILLE, TEXAS 75442  
OFFICE 972-784-7777 | [WWW.DBIENGINEERS.COM](http://WWW.DBIENGINEERS.COM)  
FIRM REGISTRATION NO: F-002225





SURVEY PLAT

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. COUNTY ROAD 939 in the city of NEVADA Nevada

BEING a tract of land situated in the John McMillin Survey, Abstract No. 554, Collin County, Texas, being part of a called 19.5795 acre tract of land described in deed to Shellye Akin, recorded in Volume 526, Page 19, Deed Records, Collin County, Texas (D.R.C.C.T.), and being a tract of land described in deed to Willis W. Fairchild, recorded in Volume 4701, Page 2263 (D.R.C.C.T.), and being more particularly described by the following mates and bounds description:

BEGINNING at a 600 nail found for corner in the Centerline of County Road 939, in the West line of a tract of land described in deed to Hubbard-Silless Farm Holdings, LLC, recorded under instrument No. 20200313000371100 (D.R.C.C.T.), at the Northeast corner of a tract of land described in deed to James Leslie Brannon and Peggy Marie Brannon, Husband and Wife, recorded under instrument No. 2011307299001056340 (D.R.C.C.T.), being the Southeast corner of said Fairchild tract;

THENCE North 89 deg. 45 min. 39 sec. West, with the North line of said Brannon tract a distance of 943.02 feet to a 3/8 inch iron rod found for corner at the Southeast corner of a tract of land described in deed to Benjamin K. Thompson and Tracy G. Thompson, recorded under instrument No. 20150107000021640 (D.R.C.C.T.):

THENCE North 00 deg. 15 min. 52 sec. East, passing at a distance of 557.95 feet a 1/2 inch iron rod found at the Northeast corner of said Thompson tract, and continuing for a total distance of 911.00 feet to a 1/2 inch iron rod found for corner at the Southwest corner of a tract of land described in deed to Johnnie Travl and Spouse, Evelyn Travl, recorded under instrument No. 20130109000037850 (D.R.C.T.);

THENCE South 89 deg. 46 min. 31 sec. East, passing at a distance of 811.26 feet a 1/2 inch iron rod found for reference and continuing for a total distance of 941.26 feet to a PK nail set for corner in the said Centerline of County Road 939, at the Southeast corner of said Tract;

THENCE South 00 deg. 00 min. 14 sec. West, with the said Centerline a distance of 911.24 feet to the PLACE OF BEGINNING and containing 858,404 square feet or 19.71 acres of land.

ACCEPTED BY:



**FIDELITY**  
NATIONAL TITLE COMPANY

The plot herein is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plot the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements.

**TITLE AND ABSTRACTING WORK FURNISHED BY FIDELITY NATIONAL TITLE**

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale: 1" = 200' USE OF THIS SURVEY FOR ANY OTHER PURPOSE.

Date: 11-30-2020 OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNINSURED IS NOT RESPONSIBLE TO OTHERS.

G. F. NATHAN - JR. UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.

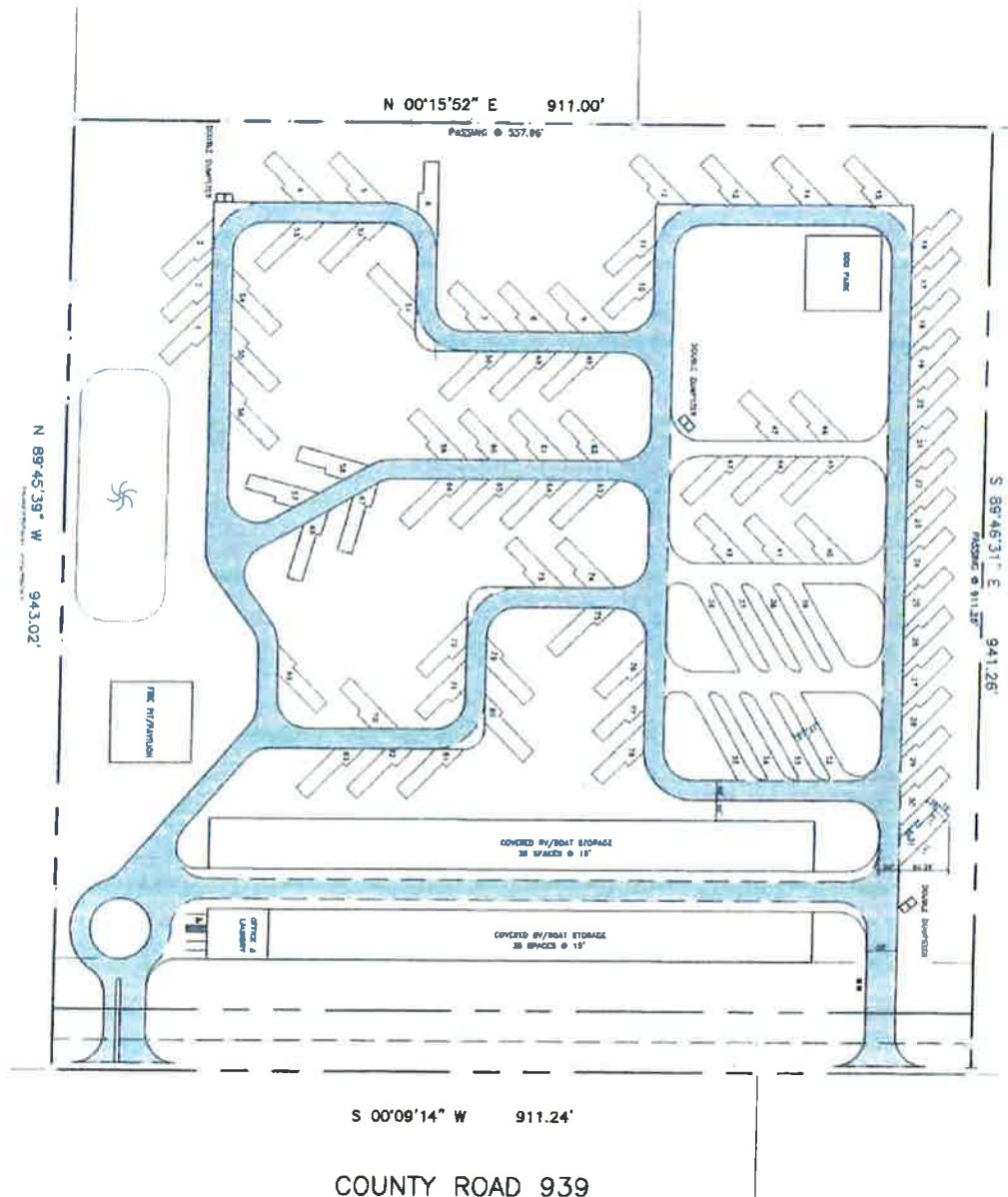
202009396 THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR

XXXXXXXXXX FIDELITY NATIONAL TITLE

Drawn by:                     

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[illegible]





Ben Ponce, Mayor  
City of Nevada  
424 FM 6  
Nevada, TX 75173

July 21, 2021

RE: The Landing Addition Lots 1 and 2 Preliminary Plat and Preliminary Engineering Plans  
HEI Job Number 385001-86.10

Dear Mayor Ponce,

Hayter Engineering has reviewed The Landing Addition Lots 1 and 2 Preliminary Plat and Preliminary Engineering Plans. Our review was for general conformance and shall not relieve the developer or the developer's surveyor or design engineer of full responsibility for the adequacy and integrity of the survey and design, or for conformance to Local, State, and Federal codes.

Below is a list of items that need to be addressed and/or clarified prior to the acceptance of this submittal. If you have any questions, please do not hesitate to call (903.785.0303) or email ([cdonnan@haytereng.com](mailto:cdonnan@haytereng.com)).

#### Preliminary Plat Requirements

1. Per the City's Subdivision Ordinance Section 17, a closure report shall be submitted with an error of closure not greater than one in 10,000 (1:10,000). **ADDRESSED**
2. Per the City's Subdivision Ordinance Section 17(1)c, show existing water mains..., within the tract and immediately adjacent thereto with pipe size and locations indicated.
  - a. It has been indicated that there is currently not an existing water line located on the subject property; however, there is an existing 6" water line located south of the property on the west side of CR 939. Please show this existing water line on the plat or clarify that it is located further south than the extents shown on the plat. **ADDRESSED**
  - b. Please clarify whether or not an easement across property other than the subject property will be required as part of any water line extension. **ADDRESSED; OFFSITE WATER ESMTS WILL BE REQUIRED AND PROVIDED DURING FINAL PLATTING**
3. Per the City's Subdivision Ordinance Section 17(2)f, please include the names of proposed streets.
  - a. 30-foot and 20-foot fire lane and access easements are shown within the tract. Please provide names for these access roads. **ADDRESSED**
4. Per the City's Subdivision Ordinance Section 17(2)g, please show setback lines. **THIS PROPERTY IS IN THE ETJ AND NOT ZONED; WE ARE SHOWING A 50' FRONT YARD SETBACK PER COLLIN COUNTY REQUIREMENTS**
5. Per the City's Subdivision Ordinance Section 17(3), provide a plan of the proposed water and sanitary sewer mains and proposed drainage facilities, including drainage areas, location of inlets, culverts, bridges, provisions for discharging onto and crossing adjacent properties, and calculated runoff and points of concentration. **PLEASE SEE PRELIM ENGINEERING PLANS**

**Practical Infrastructure Solutions**

4445 SE Loop 286 | Paris, TX 75460 | [haytereng.com](http://haytereng.com)  
TxEng F 315 | TxSurv F 10028600 | OSBPE/LS #603 | ASBPE #2521 | LA #EF6529  
Texas | Oklahoma | Arkansas | Louisiana





WE PROVIDED THE WATER EVAL FROM  
CADDO BASSIN SUD AND ARE SENDING THE  
LAYOUT FROM THE WATER CO

WE WERE TOLD EVERYTHING  
GOES THRU  
NEVADA; WE ARE WORKING  
WITH THE WATER CCO

- a. Please provide documentation from the Caddo Basin SUD that the proposed water line layout and extension has been reviewed and approved.
  - b. Please provide documentation from the Collin County Fire Marshal that the proposed water line layout has been reviewed and approved.
  - c. Please submit a more detailed drainage plan that clearly shows how runoff will be collected and conveyed to the proposed detention pond along the site's southern boundary.
    - i. At this time, a written summary of how this will be achieved will be acceptable, with the understanding that a completed drainage plan with supporting calculations shall be submitted with the final, signed and sealed, engineering plans. THE SITE WILL BE GRADING TO DIRECT THE WATER TO DRAIN TO THE DETENTION POND AND OTHER DRAINAGE POINTS AS SHOWN ON THE POST-DEV DRAINAGE AREAS - ALL CALCS WILL BE SHOWN AS NECESSARY ON THE FINAL ENG PLANS
6. Per the City's Subdivision Ordinance Section 17(4), please provide a location map on a scale of one inch to 1,000 feet (1"=1,000').
- a. The location map provided on the preliminary plat is not to scale. ADDRESSED
7. Per the City's Subdivision Ordinance Section 17(5), provide typical cross-sections of proposed streets showing the width and cross slope of pavement, type of pavement and locations, width, and cross slope of sidewalks.
- a. Please note that the proposed fire lanes and access easements must meet the width and turning radius requirements set forth by Collin County and be capable of supporting the imposed loads of a fire apparatus.
    - i. Contact Collin County Development Services for these requirements.  
ACKNOWLEDGED - THEY DO MEET THE COUNTY REQUIREMENTS
8. Per the City's Subdivision Ordinance Section 17(6), please provide the correct "Approval Block."
- a. The approval block provided on the preliminary plat is currently for final plat review. ADDRESSED

### Preliminary Engineering Plan Requirements

1. Sheet 2
  - a. Please label contours. ADDRESSED
  - b. The Pre-Development Drainage Chart lists a rainfall intensity of 7.82 in/hr. Please provide supporting documentation/calculations as to how this intensity was calculated/determined. PER ISWM NOAA WEBSITE; SEE CHART BELOW
  - c. The Pre-Development Drainage Area Chart lists a time of concentration of 15 minutes. Please provide supporting documentation/calculations as to how this time of concentration calculated/determined. PER ISWM HYDROLOGY MANUAL; SEE BELOW; WE WILL CALC THE TC DURING FINAL ENGINEERING
  - d. The Pre-Development Drainage Area chart lists the conveyance as "sheet flow". Please provide an explanation as to why the entire drainage area is sheet flow and at no point transitions to shallow concentrated flow.  
THE EXISTING CONTOURS ARE EVENLY/CONSISTENTLY SPACED AND THERE IS NO REAL DEFINED CONCENTRATED FLOW; IE DITCH/PIPE; THEREFORE, WE HAVE IDENTIFIED IT AS SHEET FLOW
2. Sheet 3
  - a. The Post-Development Drainage Chart lists a rainfall intensity of 9.51 in/hr. Please provide supporting documentation/calculations as to how this intensity was calculated/determined. PER ISWM NOAA WEBSITE; SEE CHART BELOW

3. Sheet 4


- a. Onsite Sewage Facilities (OSSF) cannot exceed (generation and disposal) of 5,000 gallons/day/lot. Based on the preliminary plat and RV layout, it appears that all the RV spaces will be located on Lot 2. Assuming 100 gallons/day/space, Lot 2 will exceed the 5,000 gallons/day/lot maximum.

i. Please provide supporting calculations to the contractor or reconfigure the lot layout in a manner where this requirement is not exceeded.

ii. If the lot layout is to change, a new preliminary plat will need to be submitted for review and approval. **ACKNOWLEDGED**

Under 30 TAC 285.91 Table III Wastewater Usage Rate, an RV is allowed to discharge 40 gpd if it has water saving devices or 50 gpd without water saving devices. Lot one includes 4 proposed washing machines @ 200 gallons each and a restroom at 200 gpd for a total of 1,000 gallons per day. Lot 2 has 83 RV spaces at 50 gpd each for a total of 4,150 gallons per day.

HAYTER ENGINEERING, INC.

  
Christopher M. Donnan, P.E., CFM  
Project Manager

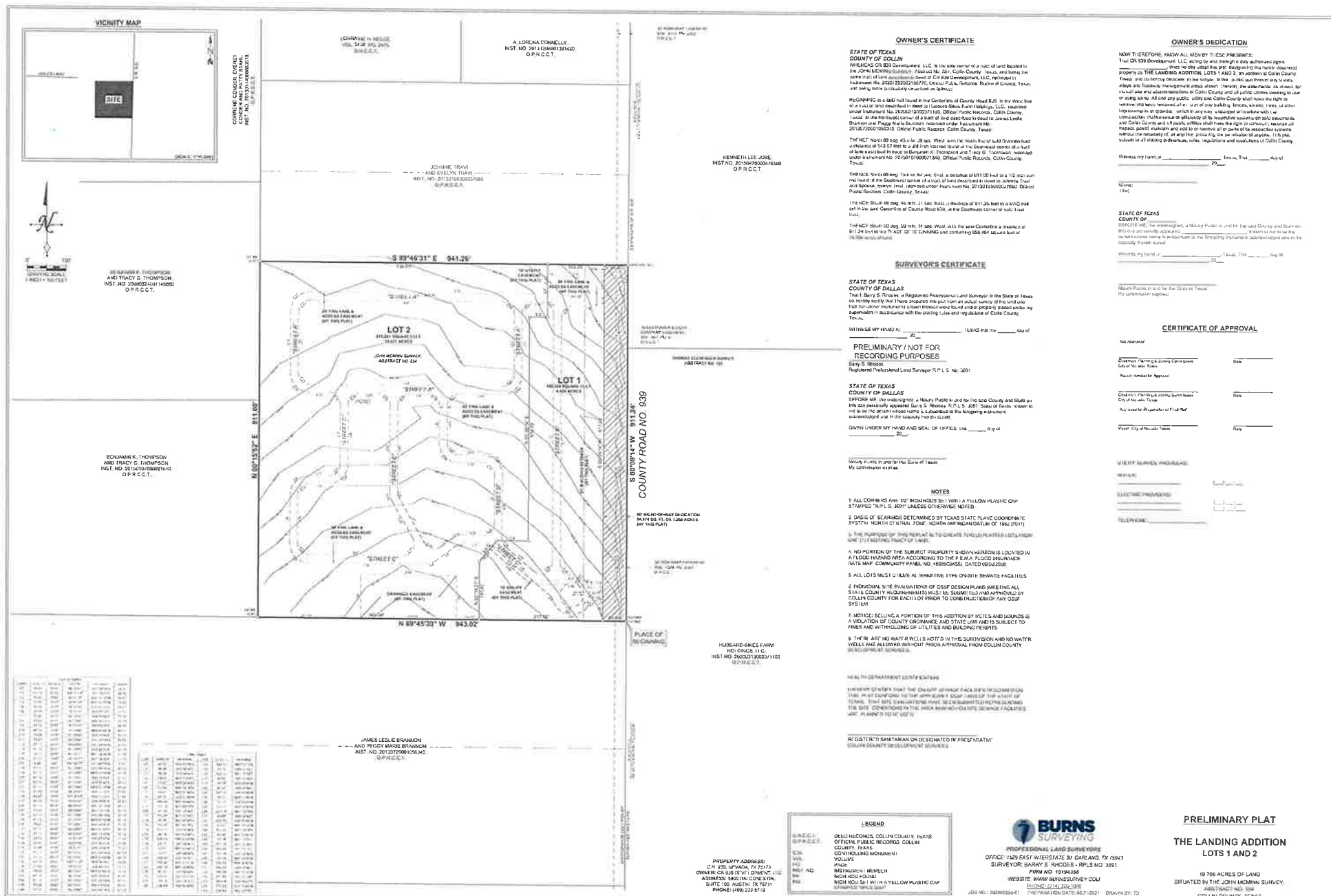


PDS-based precipitation frequency estimates with 90% confidence intervals (in inches/hour) <sup>1</sup>										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	5.16 (3.90-6.80)	5.93 (4.55-7.81)	7.22 (5.51-9.52)	8.28 (6.22-11.0)	9.71 (7.04-13.1)	10.8 (7.62-14.8)	11.8 (8.16-16.6)	12.9 (8.69-18.4)	14.4 (9.34-20.9)	15.5 (9.79-22.8)
10-min	4.12 (3.12-5.45)	4.75 (3.64-6.25)	5.79 (4.41-7.63)	6.64 (4.98-8.81)	7.79 (5.66-10.5)	8.66 (6.14-11.9)	9.51 (6.56-13.3)	10.4 (6.95-14.7)	11.4 (7.42-16.6)	12.2 (7.73-18.0)
15-min	3.43 (2.60-4.53)	3.94 (3.02-5.19)	4.79 (3.66-6.32)	5.49 (4.12-7.28)	6.42 (4.66-8.68)	7.13 (5.04-9.79)	7.82 (5.40-10.9)	8.53 (5.74-12.1)	9.48 (6.16-13.8)	10.2 (6.45-15.0)
30-min	2.39 (1.81-3.16)	2.74 (2.10-3.61)	3.32 (2.53-4.38)	3.80 (2.85-5.04)	4.44 (3.22-5.99)	4.91 (3.47-6.74)	5.39 (3.71-7.53)	5.88 (3.96-8.37)	6.56 (4.26-9.53)	7.07 (4.48-10.4)
60-min	1.55 (1.18-2.05)	1.79 (1.37-2.36)	2.18 (1.66-2.87)	2.50 (1.87-3.31)	2.93 (2.12-3.94)	3.25 (2.29-4.45)	3.57 (2.46-4.99)	3.92 (2.63-5.57)	4.39 (2.85-6.38)	4.76 (3.02-7.04)
2-hr	0.949 (0.728-1.24)	1.11 (0.856-1.43)	1.37 (1.05-1.78)	1.68 (1.20-2.07)	1.88 (1.38-2.51)	2.11 (1.51-2.86)	2.35 (1.64-3.24)	2.60 (1.77-3.65)	2.96 (1.94-4.24)	3.24 (2.07-4.72)
3-hr	0.899 (0.540-0.905)	0.825 (0.641-1.06)	1.02 (0.796-1.32)	1.20 (0.915-1.56)	1.44 (1.06-1.90)	1.62 (1.17-2.18)	1.82 (1.27-2.49)	2.03 (1.39-2.82)	2.32 (1.53-3.30)	2.55 (1.64-3.69)

Table 1.5 Times of Concentration		
Land Use	Minimum (minutes)	Maximum (minutes)
Residential Development	15	30
Commercial and Industrial	10	25
Central Business District	10	15

Two common errors should be avoided when calculating time of concentration. First, in some cases runoff from a portion of the drainage area which is highly impervious may result in a greater peak discharge than would occur if the entire area were considered. Second, when designing a drainage system, the overland flow path is not necessarily the same before and after development and grading operations have been completed. Selecting overland flow paths in excess of 50 feet for impervious areas should be done only after careful consideration.





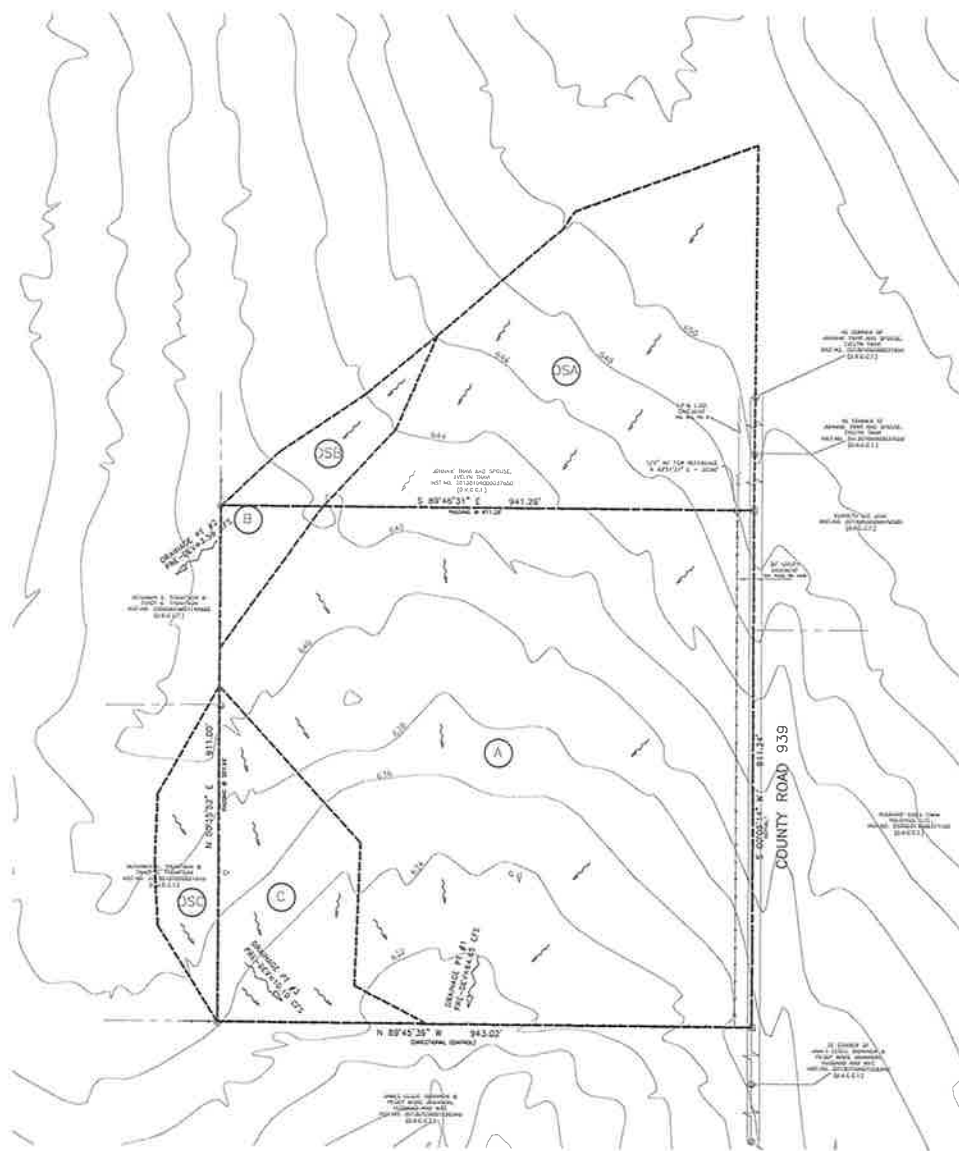
VICINITY MAP  
NTS

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• CITY RECORD DRAWING •

BEFORE YOU DIG CALL:  
1-800-245-4545



TEXAS ONE CALL SYSTEM



DRAINAGE AREA CHART ~ PRE-DEV							
AREA	C runoff coefficient	I <sub>100</sub> inches per year	A acres	T <sub>100</sub> mils	D <sub>100</sub> feet	CONVEYANCE	RUNOFF
A	0.35	7.82	16.51	15	45.18	SHEET FLOW	TO DRAINAGE PT #1
B	0.28	7.82	0.53	15	14.19	SHEET FLOW	TO DRAINAGE PT #2
C	0.35	7.82	2.87	15	7.31	SHEET FLOW	TO DRAINAGE PT #3
DEA	0.35	7.82	7.11	35	19.46	SHEET FLOW	TO DRAINAGE PT #4
UBH	0.35	7.82	0.78	15	3.53	SHEET FLOW	TO DRAINAGE PT #5
233C	0.25	7.82	1.02	15	2.39	SHUTT FLOW	TO DRAINAGE PT #3

**HCE**  
**Hickman Consulting Engineers**  
1705 W. Northwest Highway, Suite 176  
Grapevine, Texas 76031  
Ph. (817)260-2420  
Engineers Planners

## PRELIM PRE-DEV DRAINAGE AREA MAP

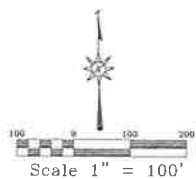
THE LANDING  
COLLINS COUNTY, NEVADA ETC, TEXAS  
CR 939 DEVELOPMENT, LLC  
2221 JUSTIN RD, SUITE 119-440  
FLOWER MOUND, TX 75028

RELEASE BY: OAN  
 DATE: 04/05/2021  
 COUNCIL: BIA  
 CODE: BT 5A  
 CSE NO: 2101-41B  
 FILE: 213-46 (BIA)

THIS DOCUMENT IS  
RELEASED FOR THE  
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REVIEW UNDER THE  
AUTHORITY OF  
STUART & LYNN,  
P.C. 96711.  
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BIDDING OR PERMITTING  
07-29-21

SHEET	DATE
2	





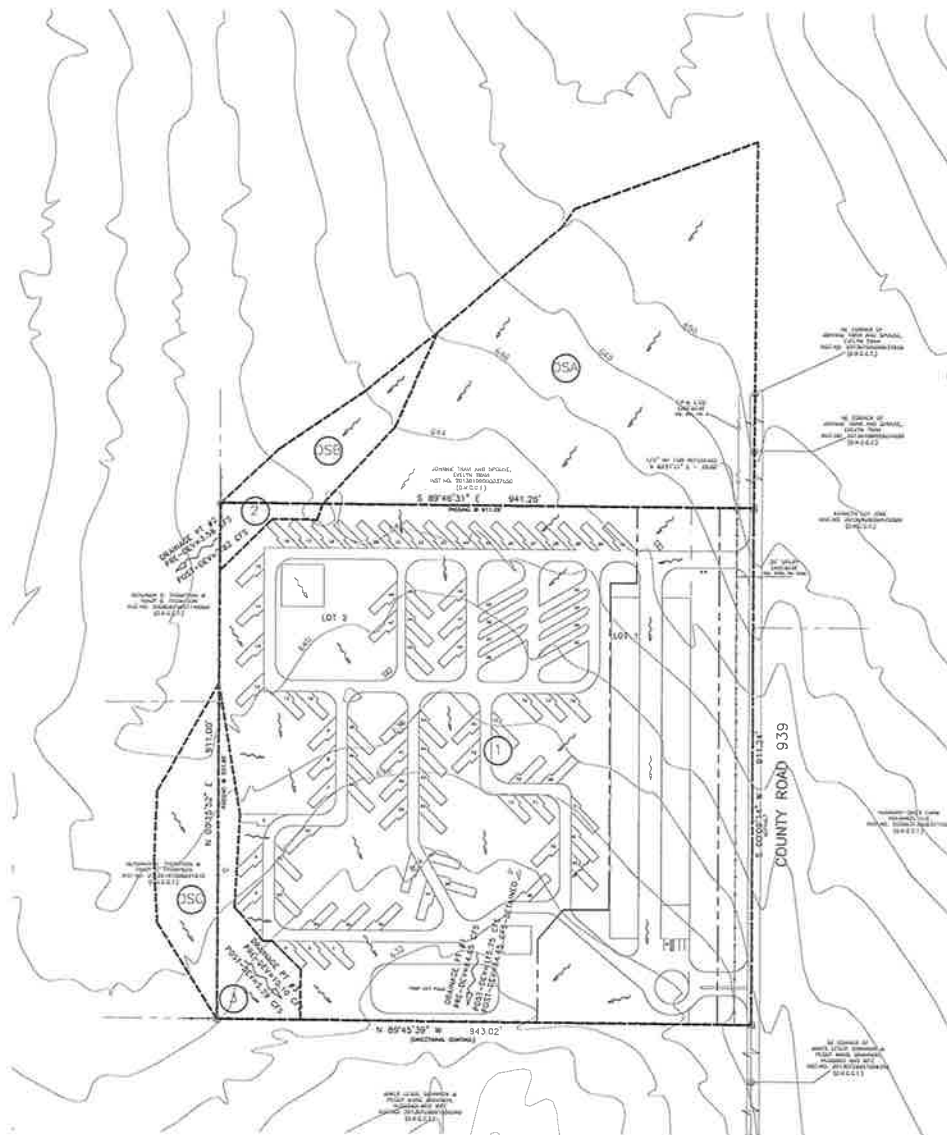
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BEFORE YOU DIG CALL:  
1-800-245-4545



TEXAS ONE CALL SYSTEM

**NOTES:**  
1. BOUNDARY & TOPO SURVEY PROVIDED BY: BURNS SURVEYING



WEIGHTED C FACTOR - POST DEV					
AREA	A	C	% OF OVERALL SITE	C	TOTAL WEIGHTED C
1	19.75	0.35	49	6.91	
2	11.31	0.35	28	3.96	
3	1.08	0.35	3	0.38	
4	0.38	0.35	1	0.13	
					0.34

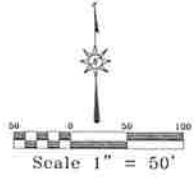
DRAINAGE AREA CHART - POST-DEV							
AREA	C	I <sub>100</sub>	A	T <sub>c</sub>	Q <sub>100</sub>	CONVEYANCE	RUNOFF
1	0.34	9.51	18.75	10	96.29	TO DETENTION POND	TO DRAINAGE P1#1
2	0.35	8.51	0.31	10	0.68	SHEET FLOW	TO DRAINAGE P1#2
3	0.35	8.51	0.75	10	2.50	SHEET FLOW	TO DRAINAGE P1#3
4	0.35	7.82	7.11	15	19.46	TO DET POND-PASS THRU	TO DRAINAGE P1#1
5	0.35	7.82	0.78	15	2.13	SHEET FLOW	TO DRAINAGE P1#2
6	0.35	7.82	1.02	15	2.79	SHEET FLOW	TO DRAINAGE P1#3

**HCE** Hickman Consulting Engineers  
1146 W. Northwest Highway, Suite 316  
Orange, Texas 77663  
PH (409) 833-7600  
FAX (409) 833-7600  
Engineers  
**PRELIM POST-DEV DRAINAGE AREA MAP**  
THE LANDING  
COLLIN COUNTY, TEXAS  
CR 939 DEVELOPMENT, LLC  
21 FLOWER MOUND, TX 75008  
972-415-8229

DATE: 08/01/2011  
BY: J. HICKMAN  
CHECKED BY: J. HICKMAN  
DATE: 08/01/2011  
BY: J. HICKMAN

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF THE STATE OF TEXAS, P.E. 14571. IT IS NOT TO BE USED FOR CONSTRUCTION BIDDING OR PERMITTING (07-23-21)

REVISION	DESCRIPTION	DATE	BY



VICINITY MAP  
NTS

NOTE:  
CONTRACTOR TO VERIFY HORIZONTAL & VERTICAL  
LOCATION OF ALL EXISTING UTILITIES PRIOR  
TO BEGINNING ANY CONSTRUCTION/EXCAVATION  
AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES  
EXISTING UTILITIES SHOWN ON THESE PLANS  
ARE BASED ON COMBINATION OF FIELD SURVEY  
AND CITY RECORD DRAWINGS.

BEFORE YOU DIG CALL:  
1-800-245-4545



TEXAS ONE CALL SYSTEM

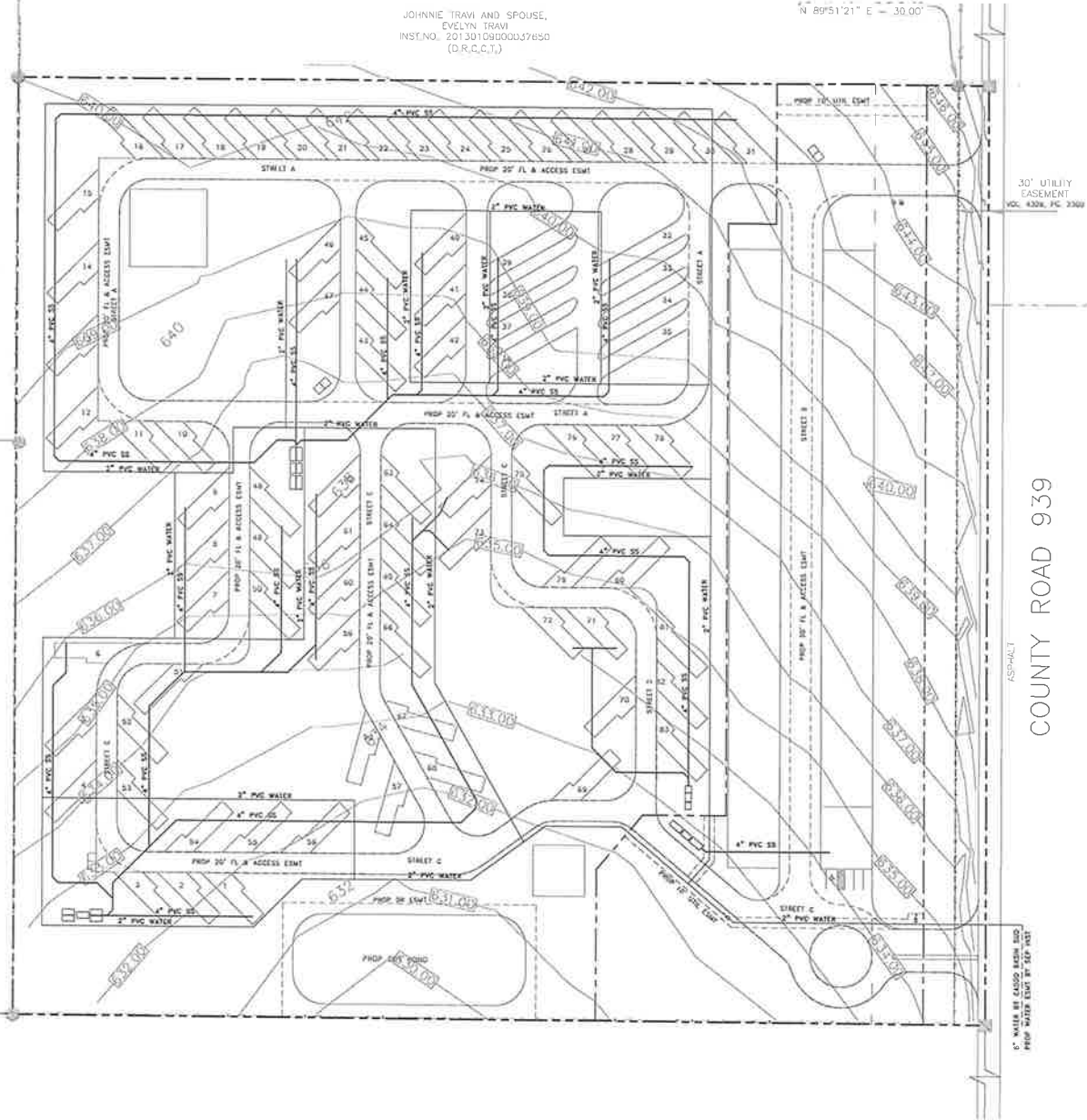
NOTES:  
1. BOUNDARY & TOPIC SURVEY PROVIDED BY:  
BURNS & MCDONNELL

BENJAMIN K. THOMPSON &  
TRACY C. THOMPSON  
INST. NO. 20080824001148880  
(D.R.C.C.T.)

BENJAMIN K. THOMPSON &  
TRACY C. THOMPSON  
INST. NO. 20150107000021640  
(D.R.C.C.T.)

JOHNNIE TRAWI AND SPOUSE,  
EVELYN TRAWI  
INST. NO. 20130109000037650  
(D.R.C.C.T.)

N 89°51'21" E = 30.00'



30' UTILITY  
EASEMENT  
VOL. 4328, PG. 2300

COUNTY ROAD 939

AS-SHOWN

4\"/>

**HCE**  
Heidman Consulting Engineers  
1705 W. Northwest Highway, Suite 175  
Georgetown, Texas 78626  
(512) 865-2001  
Fax: (512) 865-2002

**PRELIMINARY UTILITY PLAN**  
THE LANDING  
COLLIN COUNTY, TEXAS  
CH 839 DEVELOPMENT, LLC  
225 FLOWER WOOD, TX 74208  
972-415-4028

SCALE AS SHOWN  
DATE: 04/02/21  
DESIGNER: BKT  
CHECKER: BKT  
DATE: 04/02/21  
DATE: 04/02/21  
DATE: 04/02/21

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERNAL  
REVIEW UNDER THE  
AUTHORITY OF  
STUART A. LITTON,  
P.E. 800711.  
IT IS NOT TO BE USED  
FOR CONSTRUCTION  
BIDDING OR PERMITTING  
07-29-21  
17-124

REVISION	DESCRIPTION	DATE	BY





BUDGET &  
CERTIFIED TAX  
TOTALS 21-22

	A	B	C	D	E	F	G	L	M	N	O	R	
1		City of Nevada - General Fund											WORKING BUDGET
2		2020-2021 Actual vs. Budget Financial Report For the nine months ended June 30, 2021											
3													
5						June 2021		Current YTD		Budget		% of Budge	2021 - 2022
6		Revenue											
7			City Sales Taxes			7,806		68,045		90,000		75.61%	95,000
8			Franchise Fees										
9				Electric Franchise Fee				49,432		60,000		82.39%	66,000
10				Gas Franchise Fee				3,148		4,000		78.71%	4,000
11				Telephone Franchise Fee				779		1,000		77.9%	1,000
12				Trash Service Franchise Fee				3,908		4,000		97.7%	4,000
13				Franchise Fees - Other									
14				Total Franchise Fees				57,267		69,000		83.0%	170,000
15			Other Revenue										
16				Interest Income				53		-		100.0%	
17				Miscellaneous Income				25				100.0%	70
18			Property Taxes										
19				General Property Taxes		908		221,970		214,038		103.71%	239,564
20				Total Property Taxes		908		221,970		214,038		103.71%	239,564
21				Total Revenue from Administration		8,714		347,360		373,038		93.12%	409,634
22													
23			Permit Fees										
24				Building Permit Fees		2,815		15,548		33,000		47.12%	33,000
25				Health/Food Permit Fees						500		0.0%	500
26				Subdivision/Development				110,398		3,000		3,679.92%	55,000
27				Septic Permit Fees				570		6,200		9.19%	7,000
28				Permit Fees - Other				1,710		2,500		68.4%	2,500
29				Total Permit Fees		2,815		128,226		45,200		283.69%	98,000
30													
31			Code and Traffic Enforcement										
32				Property Code Enforcement				-		-		0.0%	0
33				Traffic Violations				-		-		0.0%	0
34				Total Code and Traffic				-		-		0.0%	0
35													
36				Total Revenue from City Services		2,815		128,226		45,200		283.69%	0
37													
38		Total Revenue				11,529		475,586		418,238		113.71%	507,634
	A	B	C	D	E	F	G	L	M	N	O	R	

1	City of Nevada - General Fund						WORKING BUDGET
2	2020-2021 Actual vs. Budget Financial Report For the nine months ended June 30, 2021						
3							
5			June 2021	Current YTD	Budget	% of Budge	2021 - 2022
40	Expenses						
41	City Adminstration Expenses						
42	City Council Expenses						
43		Consultant Fees		-	-	0.0%	
44		Council Meeting Supplies		-	-	0.0%	
45		Dues and Memberships		591	600	98.5%	600
46		Election Fees and Supplies	150	1,650	6,000	27.5%	2,500
47		Legal Services		-	-	0.0%	
48		Training/Seminars		-	-	0.0%	
49	Total City Council Expenses		150	2,241	6,600	33.96%	3,100
51	City Government Expenses						
52		Accounting Services	4,232	11,549	-	100.0%	20,000
53		Advertising & Notices		-	500	0.0%	
54		Animal Control		2,344	4,000	58.6%	4,000
55		Bond(s)		-	-	0.0%	
56		Central Appraisal Dist budget		1,455	1,500	97.0%	1,600
57		City Property Maintenance	370	6,105	5,000	122.1%	7,500
58		Contingency		-	1,225	0.0%	1,225
59		Contracted Services		-	2,000	0.0%	2,000
60		Dues and Subscriptions		-	3,000	0.0%	1,500
61		Electricity	863	7,027	10,000	70.27%	10,000
62		Equipment and Furniture	71	572	750	76.27%	750
63		Financial Audit		-	7,500	0.0%	15,000
64		Insurance		1,607	3,500	45.91%	2,500
65		Internet		-	800	0.0%	800
66		Legal Fees		36,815	30,000	122.72%	36,000
67		Legal Notices		1,493	1,000	149.3%	1,750
68		Mileage		-	-	0.0%	
69		NSF Return Check		350	-	100.0%	100
70		Office Supplies	58	708	1,500	47.19%	1000
71		Postage		18	500	3.6%	250
72		Property Tax Collection Fees		555	1,500	37.0%	1,000
73		Software/Cloud Services	37	3,728	5,000	74.56%	5000
74		Technical/Legal Books		-	1,500	0.0%	750
75		Telephone	218	1,070	2,000	53.48%	2,000
76		Training/Seminars		-	-	0.0%	1000
77		Travel & Lodging Expenses		-	-	0.0%	
78		Water	32	288	350	82.27%	350
79		Website		-	500	0.0%	500
80	Total City Government Expenses		5,880	75,833	83,625	90.5%	116,575

1	City of Nevada - General Fund							WORKING BUDGET			
2	2020-2021 Actual vs. Budget Financial Report For the nine months ended June 30, 2021										
3											
5				June 2021	Current YTD	Budget	% of Budge	2021 - 2022			
82	Payroll Expenses										
83			Salaries	8,804	82,740	95,760	86.4%	95,760			
84			Payroll Taxes	655	6,144	8,000	76.8%	8,000			
85			Unemployment Taxes		324	800	40.5%	800			
86			Employee Health Insurance	706	5,150	20,000	25.75%	14,400			
87			Payroll Processing Fees	115	1,308	1,000	130.77%	1,500			
88			Total Payroll Expenses	10,280	95,665	125,560	76.19%	120,460			
90	Public Safety										
91			Ambulance Service	2,674	13,369	12,000	111.41%	18,000			
92			Fire Department Service		30,000	30,000	100.0%	32,000			
93			Police Services		106,250	150,000	73.8%	0			
94			Total Public Safety	2,674	149,619	192,000	77.93%	50,000			
95											
96	Streets and Roads										
97			Ditch and culvert upkeep		-	5,000	0.0%	2,500			
98			Signs		-	4,000	0.0%	4,000			
99			Street Repairs	112	44,882	60,000	74.8%	150,000			
100			Trim bushes/trees		-	12,500	0.0%	3,000			
101			Total Streets and Roads	112	44,882	81,500	55.07%	159,500			
103	Inspections and P&D Expenses										
104			Buidling Inspections	314	18,261	10,000	182.61%	22,500			
105			Health/Food Inspections	600	900	2,000	45.0%	450			
106			Subdivision/Dev. Inspections		-	-	0.0%				
107			Planning and Development		29,500	20,000	147.5%	30,000			
108			Engineering Fees		24,971	25,000	99.88%	30,000			
109			Other Inspections	3,443	9,100	5,000	182.0%	10,000			
110			Total Inspections/P&D Expenses	4,357	82,732	62,000	133.44%	92,950			
112	Municipal Court & Code										
113			Clean up of Properties		-	3,000	0.0%	2,000			
114			Code Enforcement - Other	211	1,635	2,500	65.4%	2,500			
115			Judge Fees		-	3,000	0.0%	1,000			
116			Contract Fees		-	1,000	0.0%	1,000			
117			Deputy/Police Services		-	3,000	0.0%	3,000			
118			City Attorney Fees		-	8,000	0.0%	8,000			
119			Mileage Reimbursement		-	515	0.0%				
120			Total Municipal Court Code Enf	211	1,635	21,015	7.78%	17,500			
121											
122	Total City Expenses			23,664	452,457	572,300	79.06%	560,085			
	A	B C	D	E	F	G	L	M	N	O	R



1	City of Nevada - General Fund										WORKING BUDGET			
2	2020-2021 Actual vs. Budget Financial Report For the nine months ended June 30, 2021													
3														
5					June 2021		Current YTD		Budget	% of Budge	2021 - 2022			
123														
124	Total City Revenue				11,529		475,586		418,238	113.71%	507,634			
125	Transfer from fund balance				12,135		(23,129)		154,062	-15.01%				
126	Budget Balance				-		0		-	100.0%				
	A	B	C	D		E	F	G	L	M	N	O	R	
1	City of Nevada - Economic Development Corporation 2020-2021 Actual vs. Budget Financial Report													
2	For the nine months ended June 30, 2021													
3														
4														
5						June 2021 Actuals		Current YTD		Budget		% of Budget		
6	Revenue													
7			City Sales Taxes			3,903		34,024		-		100.0%		
8			Other Revenue											
9				Interest Income				16		-		100.0%		
10			Total Revenue from Administration			3,903		34,040		-		100.0%		
11														
12														
13			Total EDC Revenue			3,903		34,040		-		100.0%		
14			Transfer from fund balance					-				0.0%		
15	Budget Balance					3,903		34,040		-		100.0%		
	A	B		C	D	E	F	G	H	I	J			
1	City of Nevada													
2	Bank Balance Report As of June 30, 2021													
3														
4														
6	Bank Account Balances					General Fund		EDC Fund		Road Dev Account				
7														
8	As of June 30, 2021					\$975,238		\$182,235		\$2,852				
9	Pending Sales Tax Transfer - FY					-\$50,357		\$50,357						
10	Pending Sales Tax Transfer - FY					-\$34,024		\$34,024						
11	Working Balance					\$890,857		\$266,616		\$2,852				

# SMALL TAXING UNIT NOTICE



*This notice must be published at least seven days before the meeting to adopt.*

*Remember to allow additional time required by the newspaper to receive and publish the notice.*

## CONFIRMATION OF TAX RATE TO BE ADOPTED

**SMALL TAXING UNIT:** CITY OF NEVADA

**TAX RATE TO BE ADOPTED:**

**M&O:** \_\_\_\_\_

**I&S:** \_\_\_\_\_

**TOTAL TAX RATE:** \_\_\_\_\_

**MEETING INFORMATION:**

**Date of Meeting to Adopt:** \_\_\_\_\_

**Time of Meeting:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the Taxing Unit's adopted tax rate is greater than the Voter Approval Rate, but equal to or lower than the De Minimis Rate the qualified voters of a taxing unit may petition to require an election. Tax Code Section 26.075

The Notice of Public Hearing must be posted on the homepage of the entity's website 7 days prior to the Public Hearing until the tax rate is adopted.

***Submission of this document confirms acknowledgement that the Tax Rate Calculation Worksheet is approved to be uploaded to the Transparency Website at [www.collintaxes.org](http://www.collintaxes.org).***

***It is the responsibility of the Taxing Unit to log into the Transparency Website to review and respond to the Tax Authority Feedback.***

**AFTER YOUR MEETING TO ADOPT THE TAX RATE, PLEASE REMEMBER TO  
EMAIL A COPY OF YOUR ORDINANCE TO OUR OFFICE NO LATER THAN NOON ON  
SEPTEMBER 15, 2021.**



# Collin Central Appraisal District

## 2021 APPRAISAL ROLL CERTIFICATION

### PROPERTY TAX CODE, SECTION 26.01(a) CERTIFICATION OF APPRAISAL ROLL

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists taxable property in Collin County and constitutes the Certified Appraisal Roll with values listed on the attached totals pages, with the heading "Certified Totals".

  
Signature of Chief Appraiser

07/15/2021  
Date

*Note: The Collin Appraisal Review Board approved the appraisal records on July 9, 2021.*

### PROPERTY TAX CODE, SECTION 26.01(c) CERTIFICATION OF PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists taxable property in Collin County but NOT included on the Certified Appraisal Roll, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests were completed by ARB approval date listed above and included in the Certified Roll listed above.

  
Signature of Chief Appraiser

07/15/2021  
Date

*\*NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)*

Rev. 2020.09

**2021 CERTIFIED TOTALS**

Property Count: 851

CNV - NEVADA CITY  
ARB Approved Totals

7/19/2021

5:04:47PM

<b>Land</b>			<b>Value</b>			
Homesite:			28,348,791			
Non Homesite:			7,724,979			
Ag Market:			13,123,524			
Timber Market:			0	<b>Total Land</b>	(+)	49,197,294
<b>Improvement</b>			<b>Value</b>			
Homesite:			103,345,575			
Non Homesite:			23,980,065	<b>Total Improvements</b>	(+)	127,325,640
<b>Non Real</b>		<b>Count</b>	<b>Value</b>			
Personal Property:	69		3,024,203			
Mineral Property:	0		0			
Autos:	0		0	<b>Total Non Real</b>	(+)	3,024,203
				<b>Market Value</b>	=	179,547,137
<b>Ag</b>	<b>Non Exempt</b>		<b>Exempt</b>			
Total Productivity Market:	13,123,524		0			
Ag Use:	122,194		0	<b>Productivity Loss</b>	(-)	13,001,330
Timber Use:	0		0	<b>Appraised Value</b>	=	166,545,807
Productivity Loss:	13,001,330		0	<b>Homestead Cap</b>	(-)	3,033,985
				<b>Assessed Value</b>	=	163,511,822
				<b>Total Exemptions Amount (Breakdown on Next Page)</b>	(-)	26,178,899
				<b>Net Taxable</b>	=	137,332,923

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 239,563.55 = 137,332,923 \* (0.174440 / 100)

Calculated Estimate of Market Value: 179,547,137  
 Calculated Estimate of Taxable Value: 137,332,923



**2021 CERTIFIED TOTALS**

Property Count: 851

CNV - NEVADA CITY  
ARB Approved Totals

7/19/2021

5:04:50PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
DV1	4	0	20,000	20,000
DV2	4	0	34,500	34,500
DV3	3	0	34,000	34,000
DV4	4	0	36,000	36,000
DVHS	6	0	1,442,681	1,442,681
EX-XG	1	0	94,857	94,857
EX-XR	3	0	131,706	131,706
EX-XV	36	0	22,611,097	22,611,097
EX366	11	0	2,475	2,475
LVE	11	549,059	0	549,059
OV65	123	1,153,200	0	1,153,200
SO	2	69,324	0	69,324
<b>Totals</b>		<b>1,771,583</b>	<b>24,407,316</b>	<b>26,178,899</b>

**2021 CERTIFIED TOTALS**

Property Count: 3

CNV - NEVADA CITY  
Under ARB Review Totals

7/19/2021

5:04:47PM

<b>Land</b>			<b>Value</b>		
Homesite:			129,511		
Non Homesite:			0		
Ag Market:			0		
Timber Market:			0		
<b>Total Land</b>				(+)	129,511
<b>Improvement</b>			<b>Value</b>		
Homesite:			504,371		
Non Homesite:			0		
<b>Total Improvements</b>				(+)	504,371
<b>Non Real</b>		<b>Count</b>	<b>Value</b>		
Personal Property:	0		0		
Mineral Property:	0		0		
Autos:	0		0		
<b>Total Non Real</b>				(+)	0
<b>Market Value</b>				=	633,882
<b>Ag</b>	<b>Non Exempt</b>	<b>Exempt</b>			
Total Productivity Market:	0	0			
Ag Use:	0	0			
Timber Use:	0	0			
Productivity Loss:	0	0			
<b>Productivity Loss</b>				(-)	0
<b>Appraised Value</b>				=	633,882
<b>Homestead Cap</b>				(-)	8,123
<b>Assessed Value</b>				=	625,759
<b>Total Exemptions Amount (Breakdown on Next Page)</b>				(-)	0
<b>Net Taxable</b>				=	625,759

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 1,091.57 = 625,759 \* (0.174440 / 100)

Calculated Estimate of Market Value: 438,967  
 Calculated Estimate of Taxable Value: 438,967

**2021 CERTIFIED TOTALS**

CNV - NEVADA CITY

7/19/2021

5:04:50PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
-----------	-------	-------	-------	-------

**Totals**

**2021 CERTIFIED TOTALS**

Property Count: 854

CNV - NEVADA CITY  
Grand Totals

7/19/2021

5:04:47PM

Land			Value			
Homesite:			28,478,302			
Non Homesite:			7,724,979			
Ag Market:			13,123,524			
Timber Market:			0	Total Land	(+)	49,326,805
Improvement			Value			
Homesite:			103,849,946			
Non Homesite:			23,980,065	Total Improvements	(+)	127,830,011
Non Real		Count	Value			
Personal Property:	69		3,024,203			
Mineral Property:	0		0			
Autos:	0		0	Total Non Real	(+)	3,024,203
				Market Value	=	180,181,019
Ag	Non Exempt		Exempt			
Total Productivity Market:	13,123,524		0			
Ag Use:	122,194		0	Productivity Loss	(-)	13,001,330
Timber Use:	0		0	Appraised Value	=	167,179,689
Productivity Loss:	13,001,330		0			
				Homestead Cap	(-)	3,042,108
				Assessed Value	=	164,137,581
				Total Exemptions Amount (Breakdown on Next Page)	(-)	26,178,899
				Net Taxable	=	137,958,682

APPROXIMATE TOTAL LEVY = NET TAXABLE \* (TAX RATE / 100)  
 240,655.12 = 137,958,682 \* (0.174440 / 100)

Calculated Estimate of Market Value: 179,986,104  
 Calculated Estimate of Taxable Value: 137,771,890

**2021 CERTIFIED TOTALS**

Property Count: 854

CNV - NEVADA CITY  
Grand Totals

7/19/2021

5:04:50PM

**Exemption Breakdown**

Exemption	Count	Local	State	Total
DV1	4	0	20,000	20,000
DV2	4	0	34,500	34,500
DV3	3	0	34,000	34,000
DV4	4	0	36,000	36,000
DVHS	6	0	1,442,681	1,442,681
EX-XG	1	0	94,857	94,857
EX-XR	3	0	131,706	131,706
EX-XV	36	0	22,611,097	22,611,097
EX366	11	0	2,475	2,475
LVE	11	549,059	0	549,059
OV65	123	1,153,200	0	1,153,200
SO	2	69,324	0	69,324
<b>Totals</b>		<b>1,771,583</b>	<b>24,407,316</b>	<b>26,178,899</b>

**2021 CERTIFIED TOTALS**

Property Count: 851

CNV - NEVADA CITY  
ARB Approved Totals

7/19/2021 5:04:50PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	479	400.5408	\$1,963,863	\$120,497,986	\$115,845,278
C1	Vacant Lots and Tracts	69	48.7567	\$0	\$1,835,451	\$1,886,100
D1	Qualified Open-Space Land	102	953.4078	\$0	\$13,123,524	\$136,569
D2	Improvements on Qualified Open-Spa	22		\$15,632	\$283,085	\$268,563
E	Rural Land, Non Qualified Open-Spac	67	80.3061	\$13,180	\$11,422,429	\$10,251,594
F1	Commercial Real Property	16	13.4345	\$30,243	\$4,750,425	\$4,699,776
F2	Industrial and Manufacturing Real Prop	1	1.1840	\$0	\$127,293	\$127,293
J2	Gas Distribution Systems	1	0.0275	\$0	\$5,092	\$5,092
J3	Electric Companies and Co-Ops	2	0.2290	\$0	\$1,317,550	\$1,317,550
J4	Telephone Companies and Co-Ops	5	1.7675	\$0	\$271,872	\$271,872
J5	Railroads	3	17.4980	\$0	\$75,080	\$75,080
J6	Pipelines	1		\$0	\$4,199	\$4,199
J7	Cable Television Companies	2		\$0	\$61,792	\$61,792
L1	Commercial Personal Property	51		\$0	\$992,103	\$992,103
M1	Tangible Personal Mobile Homes	1		\$0	\$40,062	\$40,062
O	Residential Real Property Inventory	45		\$0	\$1,350,000	\$1,350,000
X	Totally Exempt Property	62	115.6758	\$0	\$23,389,194	\$0
<b>Totals</b>			1,632.8277	\$2,022,918	\$179,547,137	\$137,332,923

**2021 CERTIFIED TOTALS**

Property Count: 3

CNV - NEVADA CITY  
Under ARB Review Totals

7/19/2021 5:04:50PM

**State Category Breakdown**

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A Single-Family Residential	3	2.0846	\$0	\$633,882	\$625,759
<b>Totals</b>		2.0846	\$0	\$633,882	\$625,759

**2021 CERTIFIED TOTALS**

Property Count: 854

CNV - NEVADA CITY  
Grand Totals

7/19/2021 5:04:50PM

**State Category Breakdown**

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-Family Residential	482	402.6254	\$1,963,863	\$121,131,868	\$116,471,037
C1	Vacant Lots and Tracts	69	48.7567	\$0	\$1,835,451	\$1,886,100
D1	Qualified Open-Space Land	102	953.4078	\$0	\$13,123,524	\$136,569
D2	Improvements on Qualified Open-Spa	22		\$15,632	\$283,085	\$268,563
E	Rural Land, Non Qualified Open-Spac	67	80.3061	\$13,180	\$11,422,429	\$10,251,594
F1	Commercial Real Property	16	13.4345	\$30,243	\$4,750,425	\$4,699,776
F2	Industrial and Manufacturing Real Prop	1	1.1840	\$0	\$127,293	\$127,293
J2	Gas Distribution Systems	1	0.0275	\$0	\$5,092	\$5,092
J3	Electric Companies and Co-Ops	2	0.2290	\$0	\$1,317,550	\$1,317,550
J4	Telephone Companies and Co-Ops	5	1.7675	\$0	\$271,872	\$271,872
J5	Railroads	3	17.4980	\$0	\$75,080	\$75,080
J6	Pipelines	1		\$0	\$4,199	\$4,199
J7	Cable Television Companies	2		\$0	\$61,792	\$61,792
L1	Commercial Personal Property	51		\$0	\$992,103	\$992,103
M1	Tangible Personal Mobile Homes	1		\$0	\$40,062	\$40,062
O	Residential Real Property Inventory	45		\$0	\$1,350,000	\$1,350,000
X	Totally Exempt Property	62	115.6758	\$0	\$23,389,194	\$0
<b>Totals</b>			1,634.9123	\$2,022,918	\$180,181,019	\$137,958,682



**2021 CERTIFIED TOTALS**

Property Count: 854

CNV - NEVADA CITY  
Effective Rate Assumption

7/19/2021

5:04:50PM

**New Value**

<b>TOTAL NEW VALUE MARKET:</b>	<b>\$2,022,918</b>
<b>TOTAL NEW VALUE TAXABLE:</b>	<b>\$2,022,918</b>

**New Exemptions**

Exemption	Description	Count		
EX-XR	11.30 Nonprofit water or wastewater corporati	1	2020 Market Value	\$76,998
EX366	House Bill 366 - Under \$500	3	2020 Market Value	\$569
<b>ABSOLUTE EXEMPTIONS VALUE LOSS</b>				<b>\$77,567</b>

Exemption	Description	Count	Exemption Amount
OV65	Age 65 or Older	9	\$85,000
<b>PARTIAL EXEMPTIONS VALUE LOSS</b>			<b>\$85,000</b>
<b>NEW EXEMPTIONS VALUE LOSS</b>			<b>\$162,567</b>

**Increased Exemptions**

Exemption	Description	Count	Increased Exemption Amount
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**INCREASED EXEMPTIONS VALUE LOSS****TOTAL EXEMPTIONS VALUE LOSS \$162,567****New Ag / Timber Exemptions****New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
404	\$271,783	\$7,530	\$264,253

**Category A Only**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
363	\$279,262	\$5,780	\$273,482

**Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
3	\$633,882.00	\$438,967